

CHARTER SCHOOL RENEWAL CONTRACT

THIS CHARTER SCHOOL RENEWAL CONTRACT, dated this ____ day of May, 2019, is made and entered into by and between the WELD COUNTY SCHOOL DISTRICT RE-4 (“School District”) and the WINDSOR CHARTER ACADEMY, a Colorado nonprofit corporation operating as a charter school (“WCA”), and shall be effective as of July 1, 2019.

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act (“Act”), C.R.S. §§ 22-30.5-101 *et seq.*, for certain purposes as enumerated in § 22-30.5-102(2) and (3); and

WHEREAS, WCA was originally approved as a K-8 charter school by the Board of Education (“Board”) of the School District under the Act and has operated as a K-8 charter school in the School District since its first contract with the Board, dated September 18, 2000; and

WHEREAS, the charter for WCA has been renewed by the Board for four successive terms, the last of which was approved on March 18, 2019, for a five-year term extending through June 30, 2024; and

WHEREAS, on August 15, 2014, WCA applied to the District on a timely basis for the expansion of its charter to include pre-kindergarten and grades 9 through 12 and subsequently has withdrawn the request to add pre-kindergarten; and

WHEREAS, the Board has determined that the Original Application, the prior Renewal Applications, the Expansion Application and most recent Renewal Application, filed by WCA on November 30, 2018, the latter of which is attached hereto as Exhibit A (the Original Application, Renewal Applications, and Expansion Application are sometimes hereinafter collectively referred to as “the Applications”), as further amended herein, comply with the purposes and requirements of the Act; and

WHEREAS, the Board finds that it is in the best interests of the School District, the pupils, and the community to renew the charter of WCA for expanded grades kindergarten through grade 12; and

WHEREAS, WCA desires that certain waivers from Board of Education policy and/or state law continue; and

WHEREAS, the School District has the authority to waive only those Board-approved policies and/or regulations to the extent permitted by law; and

WHEREAS, the authority of the State Board of Education to provide waivers from requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants, and payments described herein, the parties agree as follows:

AGREEMENT

1. Mission Statement. The statements contained in the Mission Statement, Vision, Core Values, and Instructional Philosophy Sections of the Applications are accepted by the School District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Charter Schools Act as set forth in C.R.S. § 22-30.5-102(2) and (3). The mission statement may be modified from time to time by WCA with prior approval of the Board.

2. Goals, Objectives, and Pupil Performance Standards. The goals, objectives, and pupil performance standards set forth in the Goals and Objectives Section, the School Progress Report Section, and School Achievement Goals Section of the Applications are accepted by the School District, as amended by this Renewal Contract, and subject to the conditions set forth below:

2.1 Student Attendance, Conduct, and Discipline.

2.1.1 WCA has adopted its own written attendance policy and has been granted a waiver from the School District's policy. Said waiver is hereby continued so long as such policy remains in compliance with Colorado's compulsory attendance laws, including, but not limited to, required hours of planned teacher-student instruction and contact and the distinction required between excused and unexcused absences.

2.1.2 WCA has adopted its own set of written policies concerning student conduct and student discipline and has been granted a waiver from corresponding School District policies. Said waiver is hereby continued. It is acknowledged that the developed policies are, and shall continue to be, in compliance with applicable federal and state laws, including, but not limited to, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student.

2.1.3 If a student is expelled from WCA pursuant to its duly adopted discipline policy, the student is considered to be expelled from the School District. The expelled student is entitled to participate in any alternative programs offered to expelled regular education students from other schools in the School District; provided, however, WCA agrees to pay the School District for the proportionate cost of providing these educational services. If expelled students are receiving educational services, either through the School District's or WCA's alternative programs, WCA agrees that state assessments will be administered to these students by and through WCA. The process for WCA to suspend and expel students shall be specified in policy of WCA which shall at all times assure student appropriate "due process," substantially in conformity with the steps identified in C.R.S. § 22-33-105. The policy shall specify the persons responsible for making or recommending disciplinary decisions, the persons responsible for holding any "due process" hearing, and the persons responsible for hearing and deciding any appeal.

2.2 Student Welfare and Safety. WCA shall comply with all Board-approved policies and regulations (unless specifically waived), and shall comply with all applicable federal and state laws, concerning student welfare, safety, and health, including, without limitation, Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, the adoption and implementation of a Safe School Plan as required by C.R.S. § 22-32-109.1(2) and any state regulations governing the operation of school facilities.

2.3 Identification of Academically Low-Achieving and At-Risk Students. WCA shall identify academically low-achieving, at-risk students and “exceptional children,” as defined in regulations adopted by the Colorado State Board of Education (“State Board”), and shall provide its educational program to these students in a manner that best serves their needs as set forth in the Applications and this Renewal Contract. WCA shall comply with the provisions of the Colorado READ Act, C.R.S. §§ 22-7-1201 – 1213.

2.4 Accountability and Accreditation. WCA shall comply with the educational accountability provisions of Colorado law, as amended from time to time, including, without limitation, the Education Accountability Act of 2009, C.R.S. §§ 22-11-101 *et seq.*, the State Board of Education’s Accreditation Rules, 1 CCR 301-1, and the terms of any Accreditation Contract between the School District and the State Board, as amended from time to time. WCA shall provide an annual “Unified Improvement Plan” (“UIP”) to the School District at least one month prior to the state deadline (depending upon the status of the school). WCA’s UIP shall be in the form used by other School District schools, which shall include, but not be limited to, all elements required by state law or School District policy, unless waived.

3. Community Support and Statement of Need. The Board finds that sufficient support for the renewal of WCA as a kindergarten through grade 12 charter school exists. The Board has determined that the level of community support for WCA sufficiently establishes a continuing need for educational choice within the School District and that the charter school program intends to meet that need in a manner that would promote the best interests of the school community to be served by WCA.

4. Educational Program, Pupil Performance Standards, and Curriculum. The educational program, pupil performance standards, and curriculum set forth in the Educational Program, Pupil Performance Standards, Curriculum, and Education Program & Standards Sections of the Applications as well as the report of progress previously submitted to the Board, sufficiently inform the Board as to the nature of the educational program offered by WCA, the progress being made in achieving the goals and objectives of the charter school, what the pupil performance standards are and how they are being met and the content standards adopted by WCA and how they are applied. WCA’s educational program does not currently include an on-line program. WCA will not offer an on-line program during the term of this Renewal Contract without the Board’s consent to an amendment to the Renewal Contract. WCA will not offer a pre-school or pre-kindergarten program during the term of this Renewal Contract without the Board’s consent to an amendment to the Renewal Contract.

4.1 Curriculum. WCA’s current curriculum, as set forth in its Renewal Application and Expansion Application, is hereby approved, subject to the implementation by

WCA of its instructional programs as outlined in said Application, as those may be amended herein and as may be required by applicable Board policies.

4.1.1 WCA shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Renewal Contract, in a manner that is consistent with state law, including, without limitation, requirements regarding content standards. On or before March 15, 2020, and March 15 of each year thereafter, WCA will provide to the School District's Director of Instruction, written information about any materially modified curriculum or program delivery systems anticipated to be offered during the ensuing school year. Prior to commencement of any instructional program other than the Core Knowledge curriculum outlined in the Applications based on a new or materially modified curriculum or program delivery system, WCA shall provide evidence reasonably acceptable to the School District of the complete scope and sequence of such program of instruction. The intent of this requirement is to ensure that students of WCA continue to have sound educational foundations that meet or exceed state-approved content standards for applicable courses of study. WCA's courses shall also meet or exceed the content standards of the School District, as approved from time to time by the Board, and as evidenced by development and administration of an assessment program by WCA that meets School District and state requirements as reviewed by the Board. As required by the Colorado READ Act, C.R.S. § 22-7-1205, WCA shall measure its students' reading competency by administering assessments from the approved list established by the State Board and approved by the School District.

4.1.2 Notwithstanding anything contained in this Renewal Contract or the Applications, unless otherwise expressly approved by the Board, WCA shall offer a "core" secondary (9 through 12) curriculum (aligned to the School District's key core subjects and credit requirements) and the "basic skills courses," as defined by the Colorado Concurrent Enrollment Programs Act ("CEPA"). The curriculum and courses shall be designed to attract and retain students of all abilities, including those who may not choose to pursue post-secondary courses, either under the CEPA or following graduation from WCA. WCA will not offer online courses, either itself or through Aims Community College ("Aims") without prior written approval by the Superintendent. WCA shall follow and meet, at minimum, the District's graduation requirements and policies.

4.1.3 On or before May 1 of each year during the term of this Renewal Contract, WCA shall provide the School District with a copy of a Cooperative Agreement under the CEPA with Aims that, at minimum: (i) defines eligibility requirements for WCA students; (ii) identifies courses to be provided by Aims and the proposed tuition and other costs for each course (or slots) for the ensuing school year; (iii) assures that WCA students and/or their parents or legal guardians will only be responsible for reimbursing WCA for tuition if the student is seeking high school credit and drops a course without the consent of WCA's principal or receives a failing grade (not including a "D") in the course as provided in the CEPA; and (iv) otherwise complies with the CEPA. A copy of any periodic or annual evaluation reports under the Cooperative Agreement with Aims shall be contemporaneously provided to the School District.

4.1.4 WCA agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board, including,

without limitation, instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-104; honor and use of the United States flag, C.R.S. § 22-1-106; the federal Constitution, C.R.S. § 22-1-108; and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.

4.2 Records and Student Information Data Processing.

4.2.1 WCA agrees to comply with all record keeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the State Board, Colorado Department of Education, and U.S. Department of Education by required deadlines.

4.2.2 WCA shall comply with all Board-approved policies and regulations, except as waived by the School District, and will receive reasonable notice of any newly adopted Board policies, and applicable federal and state laws, concerning the maintenance, retention, and disclosure of student records, including, without limitation, the Colorado Public Records Law, C.R.S. §§ 24-72-204 *et seq.*, and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g. The Board, its Superintendent, and their designees (whom the School District has determined to have legitimate educational interests) shall have access to all records of WCA in the same manner as they would have access to the records of any other public school in the School District. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.

4.2.3 All original special education records related to the provision of special education and related services to students with disabilities shall be kept and maintained in the District Administration Center. Copies of such records shall be maintained at the WCA school site and shall be provided by the School District.

4.2.4 The School District will provide WCA with use of the District's student information data processing system(s) unless the parties agree to a different method of transmitting student information. The use of such system is essential to the transmission of data between WCA and the School District to fulfill District, state, and federal reporting requirements. In its use of that system, WCA agrees to provide accurate information and adhere to all system requirements and School District procedures, directives, and timelines in order to ensure compliance with state and federal reporting deadlines. WCA will install and maintain such equipment as is necessary to use the District's system(s) and shall pay to the School District the actual costs, adjusted annually, required for WCA to access and use the system (s).

4.2.4.1 The School District will provide training on the data entry and use of its student information data processing system to two (2) WCA employees. These employees will also receive a School District email account and authorization to use the District's user support system.

4.2.4.2 WCA may purchase from the School District training, system access, District support, and a District email account for one (1) additional employee.

4.2.4.3 On or before August 1 each year, WCA agrees to provide the District Technology Department with the names of the two (2) or three (3) employees of WCA (if training for the additional employee is purchased in Section 4.2.4.2 above), who will be the current users of the system and who are designated to receive the training, system support, and email access provided by the School District under this Section 4.2.4.

4.2.5 The School District will also provide WCA with the use of the District's special education, gifted/talented, and Section 504 student data systems as part of purchased special education services. Support to WCA for the use of these systems will be obtained by WCA through the School District's Exceptional Student Services Department and not the Technology Department.

4.2.6 WCA may purchase access to and the use of the School District's mass communication systems including, but not limited to, email, voice, and SMS messaging. WCA agrees to use these systems to contact only currently enrolled students and/or their parents/guardians and will use these systems in strict compliance with applicable federal, state, and local laws, Board policy, and District use procedures.

4.3 Nonreligious, Nonsectarian Status. The educational program and operation of WCA shall be in all respects nonreligious, nonsectarian, and, consistent with applicable law and School District policy, and shall not discriminate against any student on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, religion, ancestry, or disability.

4.4 Enrollment. Enrollment shall be open to any child who resides within the School District and to any child who resides outside the School District, subject to compliance with Colorado public schools of choice statutes, Board policy, adequate capacity in WCA facilities, and this Renewal Contract. Subject to paragraph 4.4.2, non-district resident students may be accepted for enrollment only after all resident students on the waiting list for the same grade have been offered enrollment. Once enrolled at WCA, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at WCA. Students enrolled during the preceding school year in WCA shall have priority for enrollment in subsequent school years.

4.4.1 In order to assure that the Charter School is economically sound for the School District and for WCA for any given year, WCA shall submit the names, ages, addresses, and current grade levels and school of enrollment of all those students who WCA anticipates will be enrolled in WCA during the ensuing school year by March 15. WCA shall use its best efforts to ensure that student enrollment numbers submitted to the School District are as close to the actual Student October Count as possible. WCA will provide the School District by October 15 the same information for students who have been admitted and are in attendance.

4.4.2 Students enrolling in WCA are subject to the School District's open enrollment policy and regulations, except as provided herein or modified by the School District. At the close of the School District's in-district open enrollment period for the ensuing year, WCA shall provide the School District with its wait list of those students who applied for

enrollment during the current year's open enrollment period but were not accepted for admission in the ensuing school year. After the close of the School District's open enrollment period for the ensuing year, in the absence of an administrative transfer approved by the Superintendent or designee, students currently enrolled in the School District may not enroll in WCA. After October 1, only those students: (i) whose names are on the wait list, referred to above, who participated in the open enrollment process; (ii) students who are new to the School District since the close of open enrollment (either resident or non-resident); and (iii) students whose administrative transfer has been approved by the Superintendent or designee shall be admitted to WCA for that school year.

4.5 Admissions. Students shall be considered for admission into the program in the manner described in the Admissions/Enrollment Section of the Applications, accepted by the School District, and in all cases without regard to race, creed, color, national origin, sex, sexual orientation, marital status, religion, ancestry, or disability. Denial of admission shall be handled consistent with state law and School District policy and regulation. Enrollment decisions will be made in accordance with this Renewal Contract.

4.6 Education of Students with Disabilities. WCA agrees to comply with all Board-approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities by providing special education and related services. WCA shall comply with this obligation by contracting with the School District to provide special education and related services as provided herein. Following conditional enrollment of a School District resident student, WCA and the School District shall determine whether the student has been identified as a child with disabilities, under applicable federal and state law and regulations as implemented by the School District. If so, the parties shall obtain a copy of the student's individualized education program ("IEP"). A properly constituted IEP team (that includes the School District's Director of Special Education or his/her designee) shall be convened to determine whether WCA is an appropriate placement for the student and, if so, what services are to be provided by the WCA classroom teacher and what services will be provided by the School District. Where a student's special education needs can be met appropriately by WCA qualified teaching staff, services will be provided on WCA's campus to the extent possible. If the special education and related services required pursuant to a student's IEP cannot be provided by WCA's regular education staff, the School District will provide the services at a cost determined pursuant to the provisions for funding in paragraph 6.1.4 below. WCA is expected to provide space and services to students with disabilities that are comparable to what is available to students with disabilities in the other schools of the School District. Any lottery or other process of enrollment shall be conducted "blind" to student disability status, but enrollment of students with disabilities shall at all times be conditional on an IEP determination that a free appropriate public education ("FAPE") can be provided to the student at WCA. If a student with disabilities who is not a resident of the School District applies for admission to WCA by parent choice, enrollment acceptance is also contingent upon an appropriate IEP team meeting being convened to determine if FAPE is available for the student at WCA. If admitted, the student will not be entitled to transportation at the cost of either the School District or WCA. The student will not be accepted as a student at WCA if the IEP team finds that FAPE is not available. As part of its contract with WCA to provide special education services, the School District will contract for and collect any tuition for excess costs from other school districts for providing special education and related services to students

with disabilities who attend WCA but live outside the School District pursuant to the provisions of paragraph 4.7.

4.6.1 Section 504 and English Language Learners. As a recipient of federal funds, WCA is responsible for complying with the provisions of Section 504 of the Rehabilitation Act as to students with disabilities who qualify for protections thereunder. WCA agrees to follow School District policy to identify students who are English Language Learners and to provide to them appropriate educational services as well as administer required assessments. The School District and WCA agree to comply with the provisions of the English Language Proficiency Act, C.R.S. §§ 22-24-101 – 108, and distribute any funds that are provided by the state in a manner consistent with that act.

4.7 Tuition and Fees. Tuition may not be charged to students or their families other than for before- and after-school programs administered by WCA, full-day kindergarten unless funded by state or local monies, and tuition charged or reimbursed in accordance with CEPA and the Cooperative Agreement with Aims. In the case of enrollment of a nonresident student with disabilities in WCA, the School District shall collect the tuition charge for the excess costs incurred in educating the child from the school district of residence pursuant to guidelines developed by the Colorado Department of Education (“CDE”) in accordance with C.R.S. § 22-20-109(5). Student fees may be charged by WCA so long as they are in accordance with applicable Colorado law and regulations, including but not limited to, the provisions of C.R.S. §§ 22-32-110(1)(o) and (p) and 22-32-117. WCA shall provide the School District with a schedule of all proposed fees for the ensuing school year by May 1 of each year.

4.8 Extracurricular Activities. Subject to the provisions of C.R.S. § 22-32-116.5 and this Renewal Contract, WCA’s students who meet the prerequisites for participation may try out for nonacademic activities not offered at WCA at another school within the School District, which is selected by the District in accordance with law. WCA and the WCA student shall comply with all applicable rules of the School District and the school of participation, all eligibility requirements and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the WCA student or WCA shall be responsible for payment of the fee. The fee structure for participation of resident and nonresident students in certain activities shall be the same for WCA students as it is for resident students and nonresident students attending other District schools.

4.9 Gifted and Talented Students. WCA agrees to comply with the requirements of the provisions of the Exceptional Children’s Education Act, C.R.S. §§ 22-20-101 – 118 (“ECEA”), and applicable rules regarding the provision of services for gifted and talented students. This will include providing the School District with a plan for the identification and provision of services to students identified as gifted. This plan must outline the identification procedures aligned with ECEA criteria. WCA also agrees to document the educational programming components, options, and strategies to be implemented for identified students in the format of a student focused Gifted Education Learning Plan.

5. Evaluation of Pupil Performance and Procedures for Corrective Action. The Board accepts WCA’s methods for evaluating pupil performance as contained in the Applications. The

Board of Education approves WCA's proposal for the use of multiple tools for assessment of student performance that shall include but not be limited to standardized achievement tests as described in the Applications. WCA will cooperate with School District administrators to coordinate testing and the reporting of test data with the School District's statistical reporting needs and to implement any testing requirements that may be required to meet the School District's obligations under the provisions of the Education Accountability Act of 2009, C.R.S. §§ 22-11-101 *et seq.*, and 20 U.S.C. § 6311(b)(3). WCA shall pay to the School District the pro-rata costs associated with all such tests such as, but not limited to, the cost of test booklets, software and scoring and tabulating results. WCA will install and maintain such equipment as is necessary to use the District's system and shall pay to the School District the actual costs, adjusted annually, required for WCA to access and use the system.

6. Economic Plan, Budget, and Annual Audit. The Proposed Budget Sections of the Renewal Application and Expansion Application are amended as follows, which amendments, and all other provisions of this Renewal Contract, shall supersede and control over any conflicting language contained in the Applications.

6.1 Funding.

6.1.1 Subject to the provisions of Sections 6.1 through 6.3; Amendment No. 1 to Charter School Renewal Contract, dated August 15, 2016 ("Amendment No. 1") attached and incorporated herein as Exhibit B including the "Memorandum of Understanding (Windsor Charter Academy – Capital Facility Financing)," ("MOU") which is a part of Amendment No. 1 ; and the District's Plan for Distribution of Additional Mill Levy Revenue, as adopted by the Board of Education by Resolution on June , 2018, as amended from time to time ("MLO Plan"), the School District shall provide funding for WCA in the amount of 100 percent of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), for each funded full time equivalent student ("Student FTE") enrolled at WCA together with mill levy override funds and concessions as more fully described in Amendment No. 1 and the MLO Plan. For purposes of calculating enrollment, kindergarten students shall be counted as a full-time pupil as provided in the Finance Act (as amended by HB 19-1262. From the PPR amount, the School District may retain WCA's share of central administrative overhead costs as defined by C.R.S. § 22-30.5-112(2)(a.5)(I) multiplied by the total Student FTEs enrolled in WCA for that fiscal year. The amount retained for central administrative overhead costs during the year shall be based upon the School District's adopted budget and shall be reconciled to actual costs within 90 days after the end of each fiscal year as required by the Act; provided, however, for the 467.5 Student FTEs who were enrolled at WCA during the 2014-2015 school year ("Tier 1 Students") such amount shall not exceed the actual central administrative overhead costs for the 2006-2007 fiscal year plus an accumulated increase based upon Inflation, as more fully set forth in the MOU. Commencing with the 2015-2016 school year and continuing each year thereafter during the term, the limitations or caps on cost increases, contained in the MOU, shall only apply to the 467.5 Tier 1 Students. Reimbursements to and deductions by the School District for central administrative and other costs in this Renewal Contract for all Student FTEs above 467.5 ("Tier 2 Students") shall be based upon actual costs. Any difference between the amount initially charged WCA and the actual costs shall be paid to the owed party.

6.1.1.1 So long as WCA is not in material breach of this Renewal Contract, any funding provided by the School District hereunder to WCA throughout the year, shall be consistent with the School District's procedures for its other schools. Funding shall commence on July 1 in each year of the Charter term, subject to adjustments and deductions as provided in this Renewal Contract. Funding shall be transferred to WCA in twelve monthly installments as soon as practicable after the School District receives distributions of money from CDE. The term "enrolled" as used in this Renewal Contract shall be deemed to mean enrolled as of the counting dates or periods and in accordance with the requirements of the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 – 134, or successor act ("Finance Act") and CDE regulations. By June 30 of each year during the term of the Charter, WCA's ending fund balance must comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties agree that funding levels provided for in this Renewal Contract, including the purchased services and allocated costs below, comply with the financing guidelines of Colorado law.

6.1.1.2 July and August funding shall be based upon the number of students officially registered for enrollment with the School District by July 1. At the end of the first week of school for the new school year, WCA will submit to the School District written certification of the actual number of students in attendance and the subsequent months' funding will be adjusted to reflect that number. Total funding for the year will be recalculated when final student count numbers are finalized by CDE to reflect the official Student October Count required by the State. Any adjustments in funding will be made in equal monthly installments over the remainder of the fiscal year. The parties acknowledge that under the current version of the Finance Act, neither WCA nor the School District will receive funding for students in the year of enrollment if the student first enrolls in WCA or the School District after the October 1 count date. In addition, to the extent that the School District experiences any reduction or increase in the state equalization support by a legislative rescission, CDE audit, or other action, then appropriate or proportionate reductions or increases will be made to WCA's funding by adjustment or setoff in subsequent months.

6.1.2 On or before February 15 of each year, WCA and the School District will begin discussion in conjunction with the School District's and WCA's budget development and adoption process concerning funding for the ensuing fiscal year. In future fiscal years, subject to revisions in applicable Colorado law, it is agreed that the amount of funding provided to WCA from the School District before deductions and purchased services shall not be less than 100 percent of the School District's per pupil revenues as defined by C.R.S. § 22-54-103(6), multiplied by the number of funded pupils enrolled in WCA.

6.1.3 Projected student enrollment data for the following year including names, ages, addresses, and current grades and schools of enrollment will be supplied to the School District on or before March 15 so that school staffing may be adjusted accordingly and no corresponding reimbursement imposed upon WCA to compensate for over-staffing costs.

6.1.4 The School District intends that WCA be credited for a proportionate share of funding provided by the federal and state governments for special education. For other federal and state grant sources, to the extent that WCA complies with the conditions and

eligibility requirements including reporting requirements of such grants and applicable law, WCA shall have the opportunity to participate in said programs in the same manner as other schools in the School District. In consideration of the special education services provided by the School District under paragraph 4.6, the School District shall be reimbursed through a deduction from the funding provided in this paragraph 6.1 by the School District's net average, non-reimbursed per pupil special education cost calculated from the current year's budgeted costs, multiplied by WCA's total student funded enrollment, subject to the limitation on such costs as provided in Section 6.2.2 and the MOU for Tier 1 Students only. Notwithstanding anything to the contrary herein or in the MOU, commencing with the 2015-2016 school year, the reimbursement to the School District for special education services based upon the number of all Tier 2 Students shall be based upon the actual, net average, non-reimbursed per pupil special education cost calculated from the then current year's budgeted costs, multiplied by WCA's student funded enrollment for Tier 2 Students. To the extent permitted by law, WCA may apply for state and federal funding, if any, that is provided for gifted and talented students and may share in said funding on the basis of its student enrollment as a percentage of the School District's total enrollment and may apply for other state and federal categorical programs on the same basis as other School District schools, to the extent that WCA is serving students who are eligible for such aid, complies with the conditions and requirements of such programs and applicable law, fulfills the reporting requirements under such programs, and is not purchasing services under such programs from the School District. Costs of purchased services shall be adjusted annually by the School District based upon its adopted budget of the ensuing fiscal year and shall be reconciled annually, at either party's option, to actual costs within ninety days after the end of each fiscal year to the extent contemplated by C.R.S. § 22-30.5-112(2)(a.4).

6.1.5 The level of funding provided by the School District for WCA in paragraph 6.1.1 above and the term of such funding are based upon the assumption that WCA will not be occupying School District facilities. Should the School District determine that District facilities are available, WCA and the School District agree to negotiate in good faith the use of such facilities based on WCA's needs. Should WCA occupy School District facilities, a decrease in the total funding to reflect costs of operation and maintenance of the facility will be provided for in this Renewal Contract for future fiscal years and shall be negotiated in good faith.

6.1.6 WCA shall re-evaluate its long-term facility needs on or before March 15 of each year in connection with the development of its proposed annual budget. WCA acknowledges and agrees that the School District has addressed WCA's capital funding needs at this time through the MOU. WCA may engage the District in any discussions concerning future bonds to be issued by the District.

6.1.7 Pursuant to C.R.S. § 22-30.5-406, funding to WCA under this Renewal Contract shall be reduced by the amount of any direct payments of principal and interest due on any bonds which may be issued on behalf of WCA by a governmental entity other than the School District for the purpose of financing capital construction.

6.2 Budget. By April 15 of each year, WCA shall submit a proposed budget for the ensuing fiscal year in the format approved by the School District, including a detail of anticipated capital projects to be funded from the capital reserve fund, consistent with the spending

limits of the Finance Act and Article 45 of Title 20, and shall submit a final budget, also in approved format, by June 30th. Any revised budget for the then-current fiscal year shall be submitted to the School District directly following WCA's January board meeting.

6.2.1 The per pupil funding for subsequent years shall be determined in accordance with paragraph 6.1 above.

6.2.2 WCA shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. The following services may be purchased by WCA from the School District at cost during the term of this Renewal Contract: nursing/health services; instructional services; staff development services; business services as a package including payroll, benefits, accounting, purchasing, risk management, accounts payable, and financial reporting; personnel services, technology services, occasional transportation services, custodial/maintenance services, and legal services. It is specifically agreed that WCA will purchase/reimburse special education services under the District's insured model for the renewal term of the Charter. Exact costs for all these types of services will be determined on a yearly basis as part of the budgeting process and attached as Exhibit C. Annually, when adopting its budget, WCA will commit to purchasing certain additional services from the School District for the entire budget year. Costs of services shall be adjusted annually by the School District based upon its adopted budget for the ensuing fiscal year. Costs shall be reconciled annually to actual cost within ninety days after the end of each fiscal year to the extent contemplated by C.R.S. § 22-30.5-112(2)(a.4); provided, however, the cost of any purchased services that are not optional on Exhibit C (i.e. special education services and assessments) and administrative overhead costs shall not exceed the actual costs of such services for the 2006-2007 fiscal year plus an accumulated increase based upon Inflation, as more fully set forth in the MOU for Tier 1 Students. Any difference between the amount initially charged to WCA and the actual cost (subject to the cap on such costs in the MOU related to Tier 1 Students) shall be paid to the owed party. Unless otherwise agreed by the parties in writing, all purchased services are based on a per pupil allocation. It is acknowledged by the School District that WCA is a tax-exempt entity pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code. WCA agrees that it is solely responsible for the business and tax obligations of the tax-exempt organization. The business services purchased from the School District will not provide services to the tax-exempt entity.

6.2.3 The School District, at its sole discretion, will provide legal services through the School District's legal counsel for defense of special education federal complaints and due process hearings and appeals. Such legal services shall not be provided for defense of matters involving disputes with the School District. WCA agrees to promptly notify the School District of all claims, including threatened or reasonably anticipated claims or actions; to fully cooperate with the School District and legal counsel in defending the claim; and to refrain from compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the Board. When a claim is covered by insurance paid for by WCA, WCA may settle such claims with agreement of the insurer. WCA acknowledges that in the event of a dispute between WCA and the School District, the School District's legal counsel will represent the School District and not WCA with respect to such dispute. Any potential conflict arising from the representation of WCA by the School District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct. WCA shall have access to legal consultation

and advice where such assistance is requested through the School District's Superintendent or designee and where the School District determines that such assistance is appropriate. WCA shall reimburse the School District for all legal services provided with prior approval of WCA's principal.

6.2.4 On or before March 15 of each year, WCA shall identify the total Student FTEs currently enrolled and provide to the Board by April 15 its proposed balanced budget for the upcoming fiscal year. The projected WCA's balanced budget when accepted by the Board for each fiscal year will be attached and incorporated into this Renewal Contract as an exhibit and will be subject to adjustment based upon current state-funding data as it becomes available during the budget adoption process. The budget format used by WCA shall be consistent with the requirements of applicable Colorado law. The budget may be modified prior to WCA's January board meeting of each year so long as it continues to present a balanced financial plan, consistent with this Renewal Contract and state law, to provide the instructional services represented by WCA. Any modified budget shall be submitted to the Superintendent or his designee.

6.2.5 WCA shall prepare and administer its budget in accordance with the laws and regulations governing charter school budgets, the state mandated chart of accounts, applicable state regulations, and School District policies that have not been waived.

6.2.6 WCA shall provide food services in accordance with the Transportation and Food Services Plan (Exhibit D) and in compliance with all federal and state laws and regulations.

6.3 Financial Records and Annual Audit. WCA agrees to establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time; provided that, for those services that the School District agrees to perform under this Renewal Contract, the School District will maintain and make available such records. WCA shall prepare quarterly financial reports as required by law and submit those to the School District no later than forty-five (45) days following the end of each quarter except that fourth quarter and year-end reports shall be submitted with the annual audit. WCA shall also comply with the requirements of the Public School Financial Transparency Act, C.R.S. §§ 22-44-301 – 304. WCA agrees to cooperate in an independent, outside audit by a certified public accountant of its financial and administrative operations on an annual basis. WCA's audit shall be performed by the School District's independent auditors in conjunction with the audit of the School District itself or by another independent auditor with appropriate qualifications. The results of the audit shall be provided to the School District annually by October 15. Any cost associated with the audit of WCA by a non-School District selected auditor or for a separate detailed report by the School District auditor addressing WCA's financial condition shall be borne by WCA. All financial records/requirements are to be submitted by all required deadlines. If WCA fails to provide financial reports and data to the School District on the dates and in the form required by this Renewal Contract or as otherwise required by state or federal law, the School District may withhold up to ten percent (10%) of any payment due to WCA from the School District until such time as WCA complies with such financial reporting requirements, in accordance with C.R.S. §§ 22-30.5-105(2)(c)(IV) and 112(8)(a).

7. Governance and Operation. The Bylaws of WCA addressing the nature and extent of parental, professional educator, and community involvement in the governance and operation of WCA are accepted by the School District to the extent permissible under federal and state law and subject to all conditions of this Renewal Contract and to the policies and regulations of the School District, as amended and adopted from time to time (except to the extent waived by the Board as provided in this Renewal Contract). The Bylaws may be amended from time to time consistent with state and federal laws, the terms of this Renewal Contract and School District policies. WCA shall obtain the prior written approval of the Board prior to adopting any amendment to the Bylaws that impacts the governance structure of WCA.

7.1 Conflict of Interest. Members of WCA's executive board, any administrators and managers, and other committees of WCA shall comply with state law and Board policies and regulations regarding ethics and conflict of interest.

7.2 Nonreligious, Nonsectarian Status. WCA shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. WCA shall not be affiliated with any nonpublic sectarian school or religious organization. Negotiation by WCA of an occupancy lease from a religious institution shall not be construed as affiliation.

7.3 Commitment to Nondiscrimination. WCA shall comply with all applicable federal, state, and local laws, rules, and regulations and School District policies, prohibiting discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, religion, age, ancestry, or disability.

7.4 Accountability. WCA shall operate under the auspices of, and be accountable to, the School District and subject to Colorado law, regulations of the State Board of Education and the CDE, and all Board-approved policies and regulations unless specifically waived. The Colorado League of Charter Schools' Accountability Process may serve as a guideline for the WCA accountability process. WCA's executive board shall appoint a school accountability committee with a composition of members consistent with the requirements of Colorado law that will participate in the accountability process in accordance with Board policy and state law. All records created and maintained in accordance with the provisions of this Renewal Contract, Board policy, and federal and state law shall be open to inspection by the School District.

7.5 Open Meetings Law. WCA acknowledges and agrees that it is subject to the provisions of the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 *et seq.*, and that it will comply with the provisions of such law in connection with all of its activities.

7.6 Indigent Students. WCA shall waive all fees for indigent students in accordance with Board policy and applicable federal and state law. If requested by the School District, WCA shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, WCA shall include notification of the policy of waiver of fees for indigent students.

7.7 Operational Powers. Subject to the conditions and provisions of this Renewal Contract, WCA shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by WCA consistent with law.

7.7.1 WCA shall have authority to exercise independently, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this Renewal Contract and in the Applications to the extent consistent with this Renewal Contract): prepare purchase orders for goods and services; prepare a proposed budget; lease or lease/purchase facilities for school purposes; select personnel and determine their compensation; procure insurance; purchase, lease, or rent furniture, equipment, and supplies; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Renewal Contract. WCA shall not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services, nor shall it employ a management group to provide for or assist in the management of WCA.

7.7.2 Upon request, WCA agrees to provide the School District with copies of all written (including digital format) contracts, regardless of amount. WCA will submit to the School District for review and comment contracts for goods, services, and/or capital projects in excess of \$50,000 in one fiscal year, or as may be required in order for WCA to participate in various programs funded by federal funds.

7.7.3 WCA shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution. WCA shall not have any authority to enter into any agreement or make any commitment that gives rise to a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever on the part of WCA or the School District without the prior express written consent of the School District.

7.7.4 In exercising its powers, WCA shall comply with all presently existing Board-approved policies unless a specific waiver is obtained. Upon adoption by the Board, all policy changes are available to WCA on the School District's website. WCA shall furnish to the Board copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program. WCA agrees to comply with future policies unless WCA demonstrates to the School District that the policy would materially interfere with essential elements of WCA's educational program as implemented pursuant to its Applications and this Renewal Contract. In that case, the parties agree to negotiate the potential for a waiver of such policy.

7.7.5 WCA shall clearly indicate to vendors and other entities and individuals outside the School District that the obligations of WCA under any agreement are solely the responsibility of WCA and are not the responsibility of the School District.

7.7.6 No gift, donation, or grant shall be accepted by WCA if subject to any condition contrary to law or contrary to the Renewal Contract.

7.7.7 Any petty cash or activity fund accounts maintained by WCA may be reviewed by the School District on a periodic basis in the same manner as other schools' building funds are monitored by the School District.

7.7.8 In a manner similar to other School District schools, WCA has specific authority to open, maintain, and administer an activity fund account.

7.8 Waivers. WCA has been granted certain waivers from Board-approved policies and regulations upon approval by the Board of acceptable replacement policies pursuant to paragraph 10.2.1. Additionally, WCA has been granted waivers from state law by the State Board. Any additional waivers from Board policies, and the conditions therefor, and the waivers from state law to be requested jointly, if any, may be requested from time to time and shall be developed in accordance with this Renewal Contract. The waivers currently in place are listed in Exhibit E and incorporated herein. WCA's governing board may seek additional waivers from state laws and regulations and/or from School District policies by submitting a waiver request in writing to the School District Superintendent describing the nature of and the need for the waiver. Within sixty (60) days of the receipt of such a waiver request, the Superintendent shall present the request to the Board and the Board shall take action on the request. The Board in its sole discretion may grant, modify or deny the waiver request.

7.9 Bidding Requirements. Contractual services and purchases of supplies, materials, and equipment shall be procured pursuant to WCA's Waiver and Replacement Plan from C.R.S. § 22-32-109(1)(b), as approved by the State Board of Education.

7.10 Periodic Review of Progress. WCA shall be subject to a review of its operations and finances by the Board or a designee upon reasonable advance written notice. WCA shall, within thirty days following the end of each semester, provide to the School District a written report concerning its operations, including, without limitation, progress made towards achieving its educational goals and objectives, content standards, policy development issues, student performance standards, student attendance and discipline information, personnel matters, and other provisions of its Applications.

7.11 Term. It is the intent of the Board that the Charter and this Renewal Contract are to be effective as of July 1, 2019, and extend through June 30, 2024. Although this Renewal Contract is for operation of WCA as a charter school in the School District for a period of four years, any financial commitment on the part of the School District contained in this Renewal Contract is subject to annual appropriation by the Board. The parties agree that the School District has no obligation to fund the financial obligations under this Renewal Contract other than for the then current year of the Renewal Contract term, and that the School District has not irrevocably pledged and held for payment sufficient cash reserves for funding WCA or for providing services described herein for the entire term of the Renewal Contract. Additional renewals of the Charter may be sought by WCA in accordance with C.R.S. § 22-30.5-110(2). The Board shall consider an amendment to this Renewal Contract providing for a term beyond five years if requested by WCA in order to enhance the terms of any lease or financial obligation, if said request is supported by sufficient and reliable evidence.

7.12 Termination. This Renewal Contract may be terminated, and the Charter revoked by the Board, for any of the grounds provided by law and/or for any material breach of this Renewal Contract. WCA shall be given a reasonable opportunity to cure the breach after receiving written notice of the breach from the School District. Reasonable opportunity to cure shall mean: (a) cure within fourteen days of the effective date of such notice; or (b) in the case of breaches which cannot practically be cured within fourteen days, commencement of the cure within fourteen days and diligent pursuit of the cure to the satisfaction of the School District until the cure is complete. To the extent reasonably practical, the School District shall exhaust the dispute resolution provisions set forth in paragraph 13.9 and the School District shall not make any revocation final until WCA has exhausted any appeal to the State Board, if such appeal is timely filed and within its jurisdiction. Should WCA choose to terminate this Renewal Contract and revoke its Charter before the end of the Renewal Contract term, it may do so with the Board's approval, at any time, upon thirty days' advance written notice. In the event of termination, all assets including facilities and equipment owned, controlled by, or in possession of WCA, not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of WCA shall be returned to the School District. All remaining gifts, donations, and grants not requiring return or transfer or use for discharge of existing liabilities and operations of WCA shall be disposed of in accordance with paragraph 7.7.6.

7.12.1 During the period after the School District gives WCA written notice of a termination or a material breach, in addition to any other rights, the School District shall also have the following additional right and power to (a) require WCA to promptly take such actions as may be necessary to freeze bank accounts and other assets of WCA and/or to require School District approval of any expenditure or disposition of assets and (b) receive full and complete access to all WCA records, data, and information.

7.12.2 Notwithstanding any other provision of this Renewal Contract, in the case of any breach which the Board reasonably determines poses a serious threat to WCA or School District students, the community, or the property rights of the School District or WCA, the School District may, but shall not be required to, take immediate control of WCA and may exercise any portion or all power and authority of WCA for such period of time as may be necessary to deal with such threat. These additional rights of the School District shall continue during the pendency of any dispute resolution process with respect to the breach. The rights of the School District under this section are in addition to its right to apply to the Commissioner of Education for immediate relief as provided in the Emergency Powers Act, C.R.S. § 22-30.5-701 – 704.

7.13 Dissolution. In the event WCA should cease operations for whatever reason, including the nonrenewal or revocation of the Charter, it is agreed that the Board shall supervise and have authority to conduct the closure of the business and affairs of the Charter School; provided, however, that in doing so, the School District does not assume any liability incurred by WCA beyond the funds allocated to it by the School District under this Renewal Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by WCA during the time of its existence, subject to WCA's status as a 501(c)(3) entity and consistent with any donor conditions and other applicable tax law and regulations.

8. Employment Matters. The Employee Relations Sections of the Applications concerning employment matters and specific personnel policies are accepted to the extent specifically described below and subject to the following conditions and other provisions of this Renewal Contract:

8.1 Hiring of Personnel. All persons who perform services for WCA shall be considered “at-will” employees or volunteers of WCA. The School District agrees that WCA may select its personnel directly without prior authorization from the Board, subject to compliance with this Section 8.1 and all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants, the use of background and criminal checks, and certification and/or licensure requirements for teachers and the principal, except as may be waived by the State Board. WCA shall inform the School District’s Superintendent or designee of all personnel hired. The School District shall endorse applications for alternative certification or licensing by WCA’s teachers; provided, however, that WCA shall be responsible for any costs associated with such application and approval process. WCA may terminate the employment of any personnel so long as such employees are not terminated for constitutionally impermissible reasons. WCA will promptly inform the School District of any action it takes to terminate an employee and will notify the School District in writing no later than ten days after the final pupil-teacher contact day of the school year of those employees who will not be renewed. It is acknowledged, however, that any reservation of rights in the School District, its Board, or Superintendent hereunder does not in any manner change the status of such employee as an “at-will” employee of WCA.

8.2 Employee Compensation, Qualification, Evaluation, and Discipline. WCA has obtained waivers of Board-approved policies and regulations concerning the compensation, evaluation, promotion, discipline, and termination of employees at WCA, subject to continuing compliance with all applicable state rules and regulations, unless specific waivers are obtained and maintained from the State Board of Education. WCA may amend its employment policies originally submitted to the Board in its Applications pursuant to C.R.S. § 22-30.5-106(1)(i.5) from time to time. Such amendments must be submitted to the Board for approval and determination of the continuation of the applicable waivers from Board policy. School District policies will remain in effect and be followed by WCA until the adoption by WCA’s governing board of policies regarding these matters that are in compliance with applicable law and approved by the School District.

8.2.1 The supervision and evaluation of the teaching staff within WCA will be carried out as set forth in the Employee Relations and Governance and Operations Sections of the Applications; provided, however, that all such evaluations shall be conducted or supervised by a person who has satisfied state and School District evaluator training requirements unless waived by the State Board of Education.

8.2.2 The WCA board shall be responsible for annually evaluating the performance of the WCA’s administrator. The written results of such evaluation and the evaluation report shall be submitted to the School District on or before July 1 of each year for its review.

8.2.3 WCA may adopt additional written policies in compliance with federal and state law, concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures to the extent that such are not addressed in current WCA policies. However, WCA shall not have the authority, by virtue of such policies or procedures or other action of WCA, to change the “at-will” nature of the employment relationship.

8.2.4 WCA shall notify the School District and other appropriate authorities, in accordance with state law, of discipline of employees at WCA arising from misconduct or behavior that may have resulted in harm to students or others or that constituted violations of law or policy.

8.3 Payroll. WCA will process its own payroll for its employees and shall timely file all reports, returns, forms, and deposits required by applicable state and federal laws and regulations.

8.4 Benefits. WCA will have the right to determine the benefits it will provide to its employees. WCA will separately apply to the Colorado Employer Benefit Trust (“CEBT”) or other provider for health insurance for its employees and administer and account for its own plan.

8.5 PERA Membership. All employees at WCA shall be members of the Public Employees’ Retirement Association and subject to its requirements. WCA shall be responsible for the cost of the School District’s/employer’s share of any required contributions.

8.6 Equal Opportunity Employer. WCA affirms that, consistent with applicable law and School District policies, it shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, religion, age, ancestry, or disability in its recruitment, selection, training, utilization, termination, or other employment-related activities.

8.7 Employee Welfare, Safety, and Training. WCA shall comply with all Board-approved policies, and applicable federal and state laws, concerning employee welfare, safety, and health issues, including, without limitation, the requirements of federal law for a drug-free workplace, and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.*

8.8 Employee Records. WCA shall comply with all Board-approved policies and regulations, as modified and not waived herein, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Public Records Law, C.R.S. §§ 24-72-204 *et seq.*

8.9 Employee Conflicts of Interest. All employees at WCA shall comply with the Board's policy and regulation, and applicable state law, concerning employee actual and potential conflicts of interest.

8.10 District Teachers. Current employees of the School District may apply for open positions at WCA in equal competition with other candidates.

8.10.1 If hired by WCA, current employees of the School District will work for a one-year period on a leave of absence. Such leave of absence shall commence on the first day of services for WCA. While a teacher is on leave of absence and employed by WCA, they shall not acquire years of service toward non-probationary status in the School District.

8.10.2 Teacher Leave of Absence from School District. During the first year that a teacher employed by the School District is employed by WCA, such teacher shall be considered to be on a one-year leave of absence from the School District. Such leave of absence shall commence on the first day of services for WCA. This leave of absence will expire at the end of one year and, unless the following "Notice and Renewal" procedure is followed, the School District will automatically schedule the teacher for return to the District to a position for which the teacher possesses the appropriate qualifications and certification.

8.10.3 Notice and Renewal. If the teacher desires a renewal of the one-year leave of absence in order to continue teaching at WCA, written notice and request for renewal must be given to the School District prior to April 1 of the leave year. Subsequently, the teacher will be considered to be on a second one-year leave of absence. Upon a timely notice and request by the teacher, as set forth herein, the second one-year leave of absence shall be renewed for an additional one-year period at the discretion of the School District. In no event will teachers' leaves exceed three years in length. If the leave of absence expires and the teacher remains at WCA, the teacher is considered an "at-will" employee of WCA. Teachers shall not accrue years of service in the School District or advancement on the salary schedule while on leave of absence.

9. Bond Issue during the Term. The parties acknowledge that the School District has provided for WCA's capital needs at this time under the provisions of the MOU. WCA may engage the District in any discussions concerning future bonds to be issued by the District.

10. Insurance and Legal Liabilities.

10.1 Insurance. The School District will not provide insurance coverages to WCA, including worker's compensation insurance. Therefore, WCA shall purchase and maintain its own insurance. WCA agrees that it will be responsible for its own risk management activities and will cooperate with the School District's risk management office, upon request. WCA will promptly report to the School District any and all pending or threatened claims and cooperate fully with the School District in the defense of any claims, as appropriate. WCA shall neither compromise, settle, negotiate, nor otherwise affect any disposition of potential insured claims or claims asserted against it which might adversely affect the School District without the School District's prior written approval, provided WCA may settle claims for which it carries insurance at its own cost, with the approval and agreement of the insurer. WCA shall obtain insurance

coverage that includes the same limits and coverage as is provided for employees and authorized volunteers of the School District itself. WCA will provide certificates of insurance, confirming all coverages, to the School District by no later than July 10 of each year. Notwithstanding the contents of this paragraph, WCA may establish insurance benefits for its employees at its discretion and consistent with state law.

10.2 Legal Liabilities. WCA shall operate in compliance with all Board-approved policies and regulations and all applicable federal, state, and local laws, rules, and regulations, unless specifically waived as indicated in attached Exhibit E or unless such waiver is obtained from the proper authority pursuant to the procedures of paragraph 10.2.1 below subsequent to the execution of this Renewal Contract.

10.2.1 Waiver. Additional waivers from specific Board-approved policies or regulations and/or state law may be requested by WCA by submitting such a request, in writing, to the School District's Superintendent in compliance with state regulations. The request shall include the reasons why WCA is in need of or desires the waiver and any alternative or substitute policies proposed. The Superintendent shall have thirty school days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The Board shall have thirty school days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved policies and regulations may be granted only to the extent permitted by state law. In the event the School District policy or regulation from which WCA seeks a waiver is required by state law, or where WCA otherwise requests release from a state regulation, the School District agrees to jointly request such a waiver from the State Board of Education, if the School District's Board first approves the request.

10.2.2 Faith and Credit. WCA agrees that it will not extend the faith and credit of the School District to any third person or entity. WCA acknowledges and agrees that it has no authority to enter into a contract or incur obligations that would bind the School District, including, without limitation, any waiver or modification of the provisions of the Colorado Governmental Immunity Act. C.R.S. §§ 24-10-101 *et seq.* WCA also is limited in its authority to commit its funds by the amount of funds obtained from and held on its behalf by the School District, as provided hereunder, or from other independent sources. The following language shall be included in each contract with a value in excess of \$1,000.00 entered into by WCA, including contracts of employment:

“[Party with whom WCA is contracting] understands and agrees that it is entering into this contract solely and exclusively with Windsor Charter Academy, that Windsor Charter Academy has no authority to extend the faith and/or credit of Weld County School District RE-4 to any third party or entity, that Windsor Charter Academy has no authority to enter into any contract that would bind Weld County School District RE-4, and that Weld County School District RE-4 has no obligation or liability whatsoever under or in any way connected with this contract. [Party with whom WCA is contracting] further understands and agrees that its rights and remedies under this contract may only be enforced with respect to Windsor Charter Academy and that it has no rights or remedies directly or indirectly under this contract with respect to Weld County School District RE-4.”

10.2.3 Indemnification. To the extent of claims not covered by insurance or otherwise barred by the Colorado Governmental Immunity Act, WCA and the School District each agree to indemnify and hold the other, its Board, agents, and employees harmless from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by those employees or agents of the indemnitor. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided both parties by the Colorado Governmental Immunity Act.

10.2.4 Indemnification by Independent Entities/Governmental Immunity. In the event WCA authorizes, with the School District's approval, another person or entity to operate a before and/or after school, preschool, day care, intersession, extended day kindergarten, or other program within a Charter School facility, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the School District policies and naming WCA, the School District, and the property owner as additional insureds. Such person or entity will also agree to indemnify and hold WCA, the School District, and the property owner harmless from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, tort and civil rights claims, or any other losses of any kind whatsoever that arise out of or are in any manner connected with such person's or entity's operations. Nothing contained in this Charter School Renewal Contract shall be deemed a relinquishment or waiver by the School District or WCA of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

11. Transportation Services

11.1 Compliance. Subsequent to the effective date of the Renewal Contract, WCA began providing transportation services for its students using a vehicle owned and operated by the WCA. WCA agrees to provide transportation services in accordance with the Transportation and Food Services Plan, attached and incorporated into this Amendment as Exhibit D. Any subsequent revisions or modifications of this plan will be submitted to and approved by the School District prior to implementation. WCA shall comply with all federal and state laws and regulations as well as School District policies, unless waived, in providing transportation services including, without limitation, the provisions of 1 CCR 301-25, Colorado Minimum Standards Governing School Transportation Vehicles, and 1 CCR 301-26, Colorado Rules for the Operation, Maintenance, and Inspection of School Transportation Vehicles.

11.2 Insurance. Prior to and during all times that WCA is providing transportation services, it will ensure that it has in effect Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance (including coverage for public school transportation vehicles, as defined by Colorado law) with at least the same limits and coverage as is provided for employees and authorized volunteers of the School District itself. A current certificate of insurance, evidencing existing coverage in the minimum School District coverage amounts, will be provided to the School District prior to commencing services and on or

before July 10 of each school year, as provided in Section 10.1 of the Renewal Contract. The certificate must contain an endorsement naming the School District as an Additional Insured.

11.3 Indemnification. To the extent of claims related to WCA providing transportation services that are not covered by insurance or otherwise barred by the Colorado Governmental Immunity Act, WCA shall indemnify and hold the School District, its Board, agents, and employees harmless from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by WCA's employees or agents in providing transportation services. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided both parties by the Colorado Governmental Immunity Act.

12. Every Student Succeeds Act. WCA understands and agrees that it has a duty to comply with the applicable provisions of the Elementary and Secondary Education Act, 20 U.S.C. §§ 6301 – 7941, its implementing regulations, and as amended by the Every Student Succeeds Act (together referred to herein as "ESSA," except to the extent such requirements have been waived for the State of Colorado.

13. Reports and Data Submission. WCA shall provide to the District in a timely manner any data and reports required by CDE and those necessary and reasonably required for the District to meet its oversight and reporting obligations. Required data submissions and reports include, but are not limited to, those required by state or federal law and regulations, and those otherwise specifically identified in this Renewal Contract or listed on Exhibit F, attached and incorporated by this reference, which include the projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The School District will annually update any changes to the following list of required reports and due dates and provide this information to WCA. Failure to provide reports within five (5) days after the due date is a material violation of this Renewal Contract, and the School District may take actions outlined in Sections 6.3 and 7.12.

14. Miscellaneous Provisions.

14.1 Entire Agreement. This Renewal Contract, with attachments, contains all terms, conditions, and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings, and discussions are merged herein and superseded and canceled by this Renewal Contract.

14.2 Amendment. This Renewal Contract may only be modified or amended by further written agreement executed by the parties hereto.

14.3 Notice. Any notice required, or permitted, under this Renewal Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three days after mailing when sent by certified mail, postage

prepaid, to WCA, in the case of notice being sent to WCA, or to the Office of the Superintendent for notice to the School District.

14.4 No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

14.5 Invalidity. If any provision of this Renewal Contract is determined to be unenforceable or invalid for any reason, the remainder of the Renewal Contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

14.6 Interpretation. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Renewal Contract, the Applications, and Board policies, procedures, regulations, or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Renewal Contract and Board policies shall control over the Applications and that compliance by WCA shall be required and measured in the same manner as may be applied and expected by the School District of its other schools.

14.7 Standing and Capacity. WCA's governing board shall have standing and capacity to enter into and enforce any of the terms of this Renewal Contract on behalf of WCA. Any action by WCA's governing board on behalf of WCA shall be limited to enforcing the terms of this Renewal Contract and recovering the amounts provided for herein and shall not include any action or proceeding for other amounts or damages.

14.8 Assignment. WCA shall not assign its Charter nor any of its rights or obligations under this Renewal Contract to any person or entity, including, without limitation, a body corporate formed by WCA, without the prior written approval of the Board.

14.9 Dispute Resolution. In the event any dispute arises between the School District and WCA concerning this Renewal Contract, including, without limitation, the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be submitted to the Superintendent of the School District or his designee for review. Thereafter, representatives of the School District and WCA shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to an independent mediator, who shall be agreed upon by the parties within fifteen calendar days following either party's request for mediation (the "moving party"). If the parties are unable to agree upon a mediator within that time, the moving party shall obtain a list of five names from the Judicial Arbitrator Group, Denver, Colorado, and submit them to the other party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten days after delivery of the list to the non-moving party. The mediation shall be scheduled and concluded within sixty days of the mediator's selection. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent provided by law. At the conclusion of the mediation, if the dispute is still not resolved, the mediator shall make an advisory,

confidential recommendation to the Board of Education of the School District, which shall make a determination within thirty days of receipt. The Board of Education shall release the mediator's advisory recommendations together with the Board's decision, and the date of such release and decision shall be deemed the "release of such findings" under C.R.S. § 22-30.5-107.5 (3) (b). The decision of the Board shall be final; provided, however, WCA may appeal to the State Board of Education concerning those matters within its jurisdiction under the Act.

14.10 Mutual Cooperation. The parties pledge to collaborate in good faith through two-way communication and mutual respect, to attempt to informally and amicably resolve any issues that may arise between them. To promote their common goals of addressing the educational needs of all students within the School District, the parties agree to avoid competition between and dispensing negative information about the educational programs offered by either. They acknowledge that they are cooperatively involved in making a reasonable continuum of educational services available for students of the School District. Toward this end, the parties agree that if a student should withdraw from WCA or another school of the School District, they will cooperate in the potential integration of the student back into another program as may be appropriate to the student's needs.

14.11 No Third Party Beneficiary. The enforcement of the terms and conditions of this Renewal Contract and all rights of action relating to such enforcement shall be strictly reserved to the School District and, subject to the provisions of section 13.7, WCA. Nothing contained in this Renewal Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Renewal Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

14.12 Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of this Renewal Contract, the Applications, Board policies or regulations, or other requirements, it is agreed that the Renewal Contract and then the Board policies and regulations shall control, followed by the Applications. To the extent there are any inconsistencies or conflicts among the Applications, the more specific one, applicable to the grade level affected, shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Renewal Contract as of the date first above written.

WINDSOR CHARTER ACADEMY

By: _____

ATTEST:

WELD COUNTY SCHOOL DISTRICT RE-4

By: _____
Tempy Bowman, President
Board of Education

ATTEST:

Regan Price, Secretary

Approved as to form:

School District Attorney



Charter School Waiver Request Addendum

Contract Term: 2019/2020 – 2023/2024

Contact Information
School Name: Windsor Charter Academy
School Address (mailing): 810 Automation Drive, Windsor CO 80550
Charter School Waiver Contact Name: Rebecca Teeples
Charter School Waiver Contact’s Phone Number: 970-833-5190
Charter School Waiver Contact’s Email: Rebecca.teeples@windsorcharteracademy.org

Pursuant to the Colorado Charter Schools Act, Windsor Charter Academy (WCA) requests waiver of certain statutory requirements of the State of Colorado as set out in the Colorado Revised Statutes. Each is identified and the rationale for each request given, as well as a replacement plan, as applicable. The waivers will enable WCA to better meet its mission, goals and objectives as well as implement of its educational program.

Automatic Waivers from State Statute:

Automatic Waiver List as of 6/2/17	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers’ aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

Non-Automatic Waivers from State Statute:

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-109(1)(b) — Local Board Duties concerning competitive bidding
Rationale: In accordance with state law, WCA will be responsible for its own contracting for goods and services.
Replacement Plan: WCA will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the WCA executive director, finance manager or authorized agent in the best interest of the school, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation and prior dealings. All goods and services must be included in the board-approved budget. WCA shall not purchase goods or services from any members of the governing board, an immediate family member or any member of the governing board nor from any entity in which any member of the governing board or an immediate family member of a governing board member may benefit from such a procurement, unless authorized by the governing board after a full disclosure of the potential benefits and after the consideration set forth in the paragraph above. WCA reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the school. The board reserves the right to waive any informality, or reject, any and all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening bids. Any bid received after the time and dates specified will not be considered
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Weld RE-4 School District. Therefore, the waiver is requested through June 30, 2024.
Financial Impact: WCA anticipates that the requested waivers will have no additional financial impact upon the district.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the Contract.
Expected Outcome: As a result of these waivers, the school will select all goods and services in accordance with the terms and conditions set forth in the Contract. As a result of this waiver, WCA will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-110(1)(y) — Local Board Powers – Accept Gifts and Donations
Rationale: In accordance with state law, WCA will be responsible for determining its own budget and issues associated therewith.
Replacement Plan: WCA will not accept any gift or donation if the acceptance of said gift or donation is in violation of law, its charter contract, or any ethical or conflict of interest policies of WCA.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Weld RE-4 School District. Therefore, the waiver is requested through June 30, 2024.
Financial Impact: WCA anticipates that the requested waivers will have no additional financial impact upon the district.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the Contract.
Expected Outcome: As a result of this waiver, WCA will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-9-106 — Local Board of Education; Duties Certificated Personnel Evaluations. C.R.S. § 22-2-112(1)(q)(I) — Commissioner Duties (reporting performance evaluation ratings).
Rationale: The School uses its own evaluation system as agreed to in the Contract. The School’s evaluation system will continue to meet the intent of the law as outlined in statute.
Replacement Plan: The methods used for the School’s evaluation system include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities and have the goal of improving student academic growth and meeting the intent of the quality standards established in SB 10-191. WCA will evaluate its personnel pursuant to its adopted evaluation plan. WCA’s evaluation plan is available for review per request. The school’s evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for the school’s evaluation system. The school will not be required to report its teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Weld RE-4 School District. Therefore, the waiver is requested through June 30, 2024.

Financial Impact: WCA anticipates that the requested waivers will have no additional financial impact upon the district.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the Contract.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its evaluation system and in alignment with state directives, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members, students, and the community.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-63-201 — Teacher Employment Act; Compensation & Dismissal Requirement to Hold a Certificate.

Rationale: In accordance with state law, WCA must be granted the authority to hire teachers and principals that will support the school's goals and objectives as determined by WCA.

Replacement Plan: The school will ensure that staff working in the school are selected based on who is most qualified to implement its educational program and fulfill the educational mission of the school. In order to attract the most qualified, it may be beneficial for the school to be able to hire teachers who don't hold a certificate, but who possess unique background and/or skills, or fill a need for the school. The school may hire teachers licensed in the grade and subject area for the teaching position. In instances where a suitable licensed teacher is not available, the school will hire individuals who have a minimum of a bachelor's degree, preferably with a degree or content test in a related field, who are eligible to pursue a license with the Colorado Department of Education in the applicable grade and subject area.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Weld RE-4 School District. Therefore, the waiver is requested through June 30, 2024.

Financial Impact: WCA anticipates that the requested waivers will have no additional financial impact upon the district.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the Contract.

Expected Outcome: As a result of these waivers, WCA will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-63-202 — Teacher Employment Act; Contracts in Writing, Damage Provision
C.R.S. § 22-63-203 — Probationary Teachers; renewal and non-renewal of employment contract; Specific Duties.

<p>Rationale: In accordance with state law, WCA is responsible for its own personnel matters, including employing the principal (a.k.a. executive director), its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. All employees are employed at WCA on an at-will basis. The success of WCA will depend in large part upon its ability to select and employ its own principal and staff in accordance with the Contract and the goals and objectives of the school.</p>
<p>Replacement Plan: WCA hires teachers and principals who will support the school’s goals and objectives at the rates determined by WCA. All employees of WCA will be employed on an at-will basis. WCA abides by all state and federal laws in its employment practices. The staff handbook and employee agreements are available upon request.</p>
<p>Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Weld RE-4 School District. Therefore, the waiver is requested through June 30, 2024.</p>
<p>Financial Impact: WCA anticipates that the requested waivers will have no additional financial impact upon the district.</p>
<p>How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the Contract.</p>
<p>Expected Outcome: As a result of these waivers, WCA will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>C.R.S. § 22-63-205 — Exchange of Teachers C.R.S. § 22-63-206 — Transfer of Teachers</p>
<p>Rationale: WCA must be responsible for all employment decisions, and, in order to meet its unique educational goals and objectives, must not have its teachers subject to forced exchange or be forced to accept teachers from another school. Neither WCA or the District will force an exchange of a teacher on the other. This waiver, however, does not affect the District’s authority to assign District-employed special education or other teachers or special services providers to WCA for the purpose of discharging the District’s obligations under the IDEA, ECEA, Section 504 or ELL requirements.</p>
<p>Replacement Plan: WCA will be responsible for all hiring, termination and exchange procedures and policies for its teachers. WCA will reasonably consider any proposed teacher exchange, but no exchange of teachers from or to the School shall be made without WCA’s prior written consent. As stated above, this waiver does not affect the District’s authority to assign District-employed special education or other teachers or special services providers to WCA for the purpose of discharging the District’s obligations under the IDEA, ECEA, Section</p>

504 or ELL requirements. This waiver will also not prevent an employee of either WCA or the District from applying for and being hired by the other entity.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Weld RE-4 School District. Therefore, the waiver is requested through June 30, 2024.

Financial Impact: WCA anticipates that the requested waivers will have no additional financial impact upon the district.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the Contract.

Expected Outcome: As a result of this waiver, subject to the limitations above under the Rationale and Replacement Plan, WCA will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.



Waiver Request from District Calendar

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>C.R.S. § 22-32-109(I)(n)(I) & (II)(A)&(B) — Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar</p>
<p>Rationale: The District calendar may not be the most effective for the WCA students and community.</p>
<p>Replacement Plan: The School will work with its community to develop its own school calendar as approved by the Board and its administration, along with hours of teacher-pupil contact that meet or exceed requirements in state statute. WCA has had many years of following this procedure satisfactorily with the District. WCA will adopt a school calendar, approved by the WCA Board. WCA will have in its calendar teacher-pupil contact hours that meet or exceed state required hours. WCA will be responsible for defining and enforcing reasonable attendance and absence policies rather than the District. The plan will meet or exceed the expectations set forth in State law.</p>
<p>Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Weld RE-4 School District. Therefore, the waiver is requested through June 30, 2024.</p>
<p>Financial Impact: WCA anticipates that the requested waivers will have no additional financial impact upon the district.</p>
<p>How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the Contract.</p>
<p>Expected Outcome: WCA expects that as a result of this waiver it will be able to implement its curriculum appropriately and ensure that students meet the educational and performance standards of the School.</p>