

CHARTER SCHOOL CONTRACT

by and between

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

and

JUNIPER RIDGE COMMUNITY SCHOOL

September 5, 2017

Table of Contents

Article 1. General Provisions 1
 1.1 Grant of Charter 1
 1.2 Mission Statement..... 2
Article 2. Organization and Powers 2
 2.1 Legal Organization of Charter School 2
 2.2 Powers of Charter School 3
 2.3 Open Meetings Law 3
 2.4 Gifts..... 3
 2.5 Conflict of Interest 3
 2.6 Nonreligious, Nonsectarian Status 3
 2.7 Commitment to Nondiscrimination 4
 2.8 Accountability 4
 2.9 Faith and Credit..... 4
 2.10 Role of Charter School and JRCS Board 4
 2.11 Relationship of the Parties 4
Article 3. Educational Programs and Operations 5
 3.1 Enrollment and Admissions 5
 3.2 Student Attendance, Conduct and Discipline 8
 3.3 Curriculum 9
 3.4 Pupil Performance Standards and Evaluation 10
 3.5 Other Specific Educational Program Goals and Objectives 11
 3.6 Nonreligious, Nonsectarian Status 11
 3.7 Extracurricular Activities 12
 3.8 Student Welfare and Safety..... 12
 3.9 Academically Low Achieving Students 12
 3.10 Records and Information Systems 12
 3.11 Management and Teacher Training 13
 3.12 Calendar 13
 3.13 Re-enrollment/transfers..... 13
Article 4. Financial Provisions and Reporting 13
 4.1 Per Student Funding 13
 4.2 Other Funding 15
 4.3 Budgets and Spending..... 17
 4.4 Required Contingency Reserve..... 18
 4.5 Financial Security Regarding Outside Money 18
 4.6 Indebtedness..... 18
 4.7 Site and Facility 18
 4.8 Contracted Services..... 20
 4.9 Transportation Services..... 21
 4.10 Annual Financial Audit..... 22
 4.11 Miscellaneous Economic Provisions 23
 4.12 Reporting and Review Requirements 24
 4.13 Prohibition of Private Financial Gain; Conflicts of Interest 25
 4.14 Right of Setoff..... 25
 4.15 General Limitations on District and Charter School Obligations 25
 4.16 Withholding of Monthly Payments..... 26

Article 5.	Risk Management	26
5.1	General	26
5.2	Insurance	26
5.3	Legal Representation and Costs	27
5.4	Indemnification	28
5.5	Vending Contracts.....	28
5.6	Indemnification by Independent Entities/Governmental Immunity	29
Article 6.	Release/Waiver of State Mandates and District Policies	29
6.1	No Release Not Otherwise Stated	29
6.2	Release From State Mandates	29
6.3	Release From District Policies	29
6.4	Process for Future Waivers	30
6.5	Effect of Replacement Policies and Other Commitments	30
6.6	District Charter Policies	30
Article 7.	Employment Matters.....	30
7.1	Hiring of Personnel	30
7.2	Employee Compensation, Evaluation and Discipline.....	31
7.3	Dismissal of Employees.....	31
7.4	General Employment Terms	32
7.5	General Compliance With Employment Requirements.....	32
7.6	Consultation with District	32
7.7	Reporting Requirements	33
Article 8.	Term and Termination	33
8.1	Term	33
8.2	Extension of Term.....	33
8.3	Termination	33
8.4	Termination and Dissolution.....	36
8.5	Windup of Charter School	36
8.6	All Available Remedies	37
8.7	Emergency Powers.....	37
8.8	District Violations of Law or this Agreement.....	37
Article 9.	Dispute Resolution.....	37
9.1	Mandatory Mediation.....	37
9.2	Jurisdiction and Venue.....	37
Article 10.	Miscellaneous Provisions.....	37
10.1	Entire Agreement	37
10.2	Communications Issues.....	38
10.3	Assignment.....	38
10.4	Amendment	38
10.5	Notice	38
10.6	No Waiver	38
10.7	No Third Party Beneficiary Rights	38
10.8	Invalidity	38
10.9	Contacts.....	38

CHARTER SCHOOL RENEWAL CONTRACT
Juniper Ridge Community School

THIS CHARTER SCHOOL RENEWAL CONTRACT (“Agreement”) is dated as of this 5th day of September, 2017 (the “Effective Date”), and is made and entered by and between MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 (“District” or “MCVSD 51”) and the JUNIPER RIDGE COMMUNITY SCHOOL (“JRCS” or “Charter School”), a Colorado public charter school and nonprofit corporation.

RECITALS

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

B. JRCS previously submitted to the District an application to operate a charter school within the District pursuant to the Act, which application, as revised and amended (the “Application”), was previously approved by the District’s Board of Education (“Board”). The Application is attached to and incorporated into this Agreement as Exhibit A.

C. Effective as of March 11, 2013, the Board entered into a Charter School Contract with JRCS (under the name “Juniper Ridge Charter School”) granting the latter a charter to operate as a charter school within the District for a term of four (4) years commencing on July 1, 2013 and ending on June 30 2017, subject to the terms and conditions specified therein (the “Initial Contract”). The Initial Contract term was extended through the date of this Agreement by Amendment dated June 20, 2017 and Second Amendment dated August 21, 2017.

D. JRCS has requested that the Board renew its charter as a charter school to operate within the District pursuant to the Act.

E. Pursuant to the Act, the Board desires to enter into a new contract regarding the governance and operation of JRCS that shall serve as the charter for JRCS commencing on the Effective Date specified herein.

F. It is the desire of the District and JRCS that the latter shall remain at all times accountable to the Board and subject to the ultimate authority of the Board, but that the Board should continue to grant JRCS flexibility to achieve successful educational results, with the understanding that more active oversight in certain areas is appropriate to assist JRCS in improving its accreditation status, in accordance with Colorado law and its operational interactions.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual terms and conditions herein described, the parties agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 Grant of Charter. JRCS’s charter is hereby renewed to operate a charter school for grades K-12 within the District under the name “Juniper Ridge Community School,” which charter shall be subject to the terms and conditions set forth in this Agreement, and to such other terms as may now or hereafter be provided in the Act or other applicable laws. The parties agree that, unless expressly stated otherwise in this Agreement, any reference to the Charter School herein shall mean JRCS.

1.2 Mission Statement. The mission of JRCS is: The school community joins together to inspire children to cultivate their passion for life-long learning through child-centered academics that emphasize goodness, beauty and truth. JRCS' efforts shall include:

- Fostering the child's curiosity and love of learning; integrating the arts with developmentally appropriate academics; strengthening the child's relationship to the rhythms of the earth; and guiding each student to strengthen his or her intellectual, creative, emotional and spiritual capacities.
- Building a vibrant learning environment through the implementation of methods that elicit wonder and appreciation for the students' expanding world, while nurturing long- term, healthy relationships between classmates and the teacher.
- Creating a bridge between family and school through parent participation and cooperation, respectful clear communication, and the establishment of a common understanding of child and human development.
- Engaging and uniting the local community by hosting events, festivals and fundraisers; offering enrichment programs; growing a sustainable garden for the community; and emulating the importance of social responsibility and global awareness.

ARTICLE 2 **ORGANIZATION AND POWERS**

2.1 Legal Organization of Charter School.

A. The Charter School shall be organized and maintained as a separate legal entity from the District. As provided by the Act, the Charter School shall constitute a public school in the state of Colorado. Notwithstanding its existence as a separate legal entity, the Charter School and the District acknowledge that the educational programs conducted by the Charter School are considered to be operated by the Charter School as a part of the District to the extent so provided by the Act. The parties further acknowledge that the Charter School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act ("CGIA").

B. The Charter School shall be managed by a board of directors ("JRCS Board") with full power, responsibility and authority to act on behalf of the Charter School. The operations of the Charter School shall be governed by a set of bylaws ("Bylaws") in accordance with the Act, the Colorado Revised Nonprofit Corporation Act, §7-121-101, *et seq.* ("Nonprofit Act"), as amended, and other applicable Colorado law. The JRCS Board shall not adopt any bylaw which is inconsistent with Exhibit A or the terms of this Agreement, or which increases the District's legal liability or insurance rates.

C. The Charter School represents that the current members of the JRCS Board were duly elected or appointed in accordance with the adopted Bylaws of the Charter School, and that their names and terms of office are as specified in the attached Exhibit F. JRCS shall give written notice to the District regarding any changes in the composition of the JRCS Board.

D. The current Articles of Incorporation ("Articles") and Bylaws of the Charter School are attached as Exhibit F. The Charter School shall promptly provide the District with copies of all written Articles, Bylaws, policies, procedures and rules in effect from time to time with respect to the Charter School, and shall provide copies to the District within ten (10) business days following any amendments or changes to same which are adopted, issued, or published by the Charter School or the JRCS Board.

E. JRCS shall at all times be operated and remain in good standing as a nonprofit corporation under the laws of the State of Colorado. The Articles for the Charter School shall provide that

upon dissolution of such corporation or cessation of Charter School operations, all assets of the Charter School shall be subject to disposition in the manner provided in Paragraph 8.3 below.

2.2 Powers of Charter School.

A. The Charter School shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by the Charter School consistent with law.

B. Subject to the other terms, restrictions, requirements and conditions of this Agreement, the Bylaws and the Articles, the JRCS Board and its properly authorized officers, employees, and agents, acting on behalf of the Charter School, shall have all the powers and authority provided to a charter school under the Act, the Nonprofit Act, and other applicable federal and state law, including, but not limited to, the power and authority to: (i) contract for goods and services;(ii) prepare and adopt a budget; (iii) hire and terminate personnel and determine their compensation; (iv) procure insurance; (v) sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property; (vi) purchase, acquire, receive, own, operate, maintain, hold, improve, or lease real property or facilities or any interest therein for school purposes; (vii) purchase, lease or rent personal property, equipment, vehicles, and other assets to be used in the operation of the Charter School; (viii) 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 Agreement; and (ix) perform the business administration of the school; (x) conduct extra- and co-curricular activities and programs; (xi) conduct professional development for all personnel; (xii) acquire and select instructional materials, equipment and supplies; (xiii) enter into contracts and other obligations, incur liabilities, or borrow money; and (xiv) generally, take such other actions as may be necessary or desirable to properly and efficiently operate the Charter School. In exercising these powers, the Charter School shall comply with all applicable District policies and regulations unless a specific waiver is obtained, with the limitations of the Colorado Constitution, with applicable state law unless a specific waiver is obtained, and with the other terms and provisions of this Agreement.

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

2.4 Gifts. JRCS shall report all gifts, donations and grants to the District by recording the same in the financial records required under Paragraphs 4.10 and 4.12 below, except that JRCS shall have no obligation to report in kind donations of personal property or services if the reasonable value of such property or services is less than \$500. JRCS shall obtain approval from the Board prior to the acceptance of any gift, donation or grant that contains conditions, which approval shall not be unreasonably withheld. Grants and gifts to JRCS and JRCS's fund-raising activities shall be consistent with District policies.

2.5 Conflict of Interest. Members of the JRCS Board shall comply with section 7-128-501, C.R.S., as well as District policies and regulations and applicable state laws regarding ethics and conflict of interest; provided, however that District Policy BCB is waived only to the extent that it prohibits employees of the Charter School from serving on the JRCS Board.

2.6 Nonreligious, Nonsectarian Status. JRCS agrees that it shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school, and shall not be affiliated with any nonpublic or sectarian school or religious organization.

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

2.8 Accountability. JRCS shall operate under the auspices of and be accountable to the District and subject to Colorado law, regulations of the Colorado State Board of Education (“State Board”) and the Colorado Department of Education (“CDE”) and all Board-approved policies and regulations, unless specifically waived. JRCS agrees to participate in the District accountability process in accordance with Board policy and state law. All records established and maintained in accordance with the provisions of this Agreement, Board policy and federal and state law shall be open to inspection by the District. JRCS shall permit the District and its agents, employees, contractors and representatives to access all Charter School facilities during business hours to inspect or obtain data and records and to observe classes, educational programs and school operations as may be reasonably necessary to monitor and assess compliance with the Charter School’s obligations under this Agreement. Except for matters that require urgent attention, the District agrees that entry upon Charter School facilities and inspection, observation and data collection activities should be scheduled with JRCS in advance so as to minimize disruption of the educational process. Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting privileged communications between JRCS and its attorney or constituting attorney work product of JRCS’ attorney(s); or (2) minutes of validly held executive sessions of the JRCS Board.

2.9 Faith and Credit. The Charter School agrees that it will not attempt to, purport to, or actually extend the faith and credit of the District to any third party or entity. JRCS acknowledges and agrees that the obligations of JRCS under any agreement or contract are solely the responsibility of JRCS and are not the responsibility of the District, that creditors of JRCS shall have no recourse against the District or its assets in the event of a default by JRCS with respect to its obligations under such agreement or instrument, that JRCS has no authority to enter into a contract that would bind the District, and that it shall include a statement to this effect in each contract it enters into with a third party obligating JRCS in an amount exceeding one thousand dollars (\$1,000). Such statement shall take the form specified in Exhibit G. JRCS acknowledges and agrees that the Charter School’s authority to contract is limited by the same provisions in law or District policy that apply to the District itself.

2.10 Role of Charter School and JRCS Board. The Charter School hereby represents and warrants to the District that the Charter School’s execution of this Agreement shall constitute a valid and binding obligation of the Charter School. Notwithstanding the foregoing, the Charter School and the District acknowledge and agree that the Charter School is a Colorado nonprofit corporation and that the individual officers or directors of such corporation shall not be personally liable for the debts, obligations or liabilities of the Charter School or JRCS Board arising under this Agreement except as provided by Colorado law.

2.11 Relationship of the Parties. The District and the Charter School are independent contractors, and nothing in this Agreement shall be deemed to create a partnership, joint venture or other joint relationship between the District and the Charter School.

ARTICLE 3
EDUCATIONAL PROGRAMS AND OPERATIONS

3.1 Enrollment and Admissions.

A. Definitions.

1. “Admitted Student” shall mean a student whose application for enrollment has been accepted by the Charter School and placement has been determined to be appropriate in accordance with Exhibit B, if applicable, and has completed the enrollment process required by the Charter School, but has not completed Registration.
2. “Prospective Student” shall mean a student who has applied for enrollment but who has not been approved for admission by the Charter School or completed Registration. All students who are placed on a waiting list after any lottery conducted by the Charter School shall be considered Prospective Students.
3. “Registration” shall mean the process by which the Charter School timely submits to the District for each Admitted Student a copy of his or her signed and completed Charter School enrollment form, District school of choice form, ESL Waiver (if applicable), immunization records and such other information as may be reasonably necessary to successfully complete a “school of choice” enrollment in accordance with applicable District policies.
4. “ESL Waiver” shall mean a document prepared by the District and executed by an Admitted Student’s parent or guardian which evidences such parent or guardian’s acknowledgement and understanding that ESL Services will not be provided at the Charter School and containing such parent or guardian’s knowing and voluntary waiver and election not to receive ESL Services to which such Admitted Student may otherwise be entitled.
5. “ESL Services” shall mean those educational services offered to District students in connection with the District’s English as a Second Language Program as described in the Assurances.
6. “Charter School Student” shall mean an Admitted Student whose enrollment has been verified by the District through Registration.
7. “LEP Student” shall mean a Prospective Student or Charter School Student who has limited English proficiency as further described and defined in the Assurances.

B. Open Enrollment. Except as otherwise expressly provided in this Agreement, enrollment in the Charter School shall be open to any child who resides within the District and is otherwise eligible for admission to a District school (and to students outside the District under applicable school choice laws). The Charter School shall not adopt or implement any admissions requirements or selection criteria which discriminates against students on the basis of race, creed, color, sex, sexual orientation, national origin, religion, ancestry, disability or need for special education services. The Charter School shall obtain the District’s written approval before implementing any new admissions requirements or selection criteria, which approval shall not be unreasonably withheld. However, as a condition to such approval, the

District may at its option require JRCS to provide a legal opinion reasonably acceptable to the District regarding the legality of such requirements or criteria.

C. Education of Students with Disabilities. The Charter School shall evaluate and provide special education services to Charter School Students as provided in the attached Exhibit B, “Cooperative Plan For Delivery And Funding Of Services To Charter School Students With Disabilities,” the terms of which are incorporated in this Agreement as if fully set forth herein.

D. Fees and Tuition. The Charter School may charge fees and tuition only to the extent consistent with applicable law and District policy, and shall not charge enrollment application fees of any kind. In the event JRCS lawfully charges and receives tuition for enrollment of any Charter School Student, such tuition shall be paid to the District and treated as additional District PPR to be allocated to the parties as set forth in Paragraph 4.1 below. Any other charges or fees collected by the Charter School, including any fees charged for kindergarten extended day programs not eligible for state equalization funding, shall be retained by the Charter School, unless such monies reflect services provided by the District. For services provided by the District, fee revenue shall be apportioned between the District and the Charter School in accordance with Paragraph 4.8 below, unless otherwise agreed in writing by the parties.

E. Enrollment Procedures.

1. The Charter School shall use its best efforts to establish policies and procedures which provide as much advance notice to the District as is practical of the number of Charter School Students who will be attending the Charter School in each fiscal year and of the establishment of and any substantial changes to the calendar of the Charter School.
2. The Charter School shall require that each Admitted Student (or the student’s parent or guardian) complete and sign an original written enrollment document(s) in form and substance reasonably acceptable to the District. Such form shall include the name, address, ages, social security number (if available), grade level, the school each student would have attended but for his or her charter school enrollment. Prospective Students may be required to complete survey and application materials, and to undergo an interview with JRCS to help the students, their parents/guardians and JRCS staff determine whether the Prospective Student would benefit from the program of instruction at JRCS. Once enrolled during a school year, a Charter School Student need not re-apply for subsequent school years, but shall annually reconfirm the enrollment for each subsequent school year in a manner acceptable to the District and JRCS.
3. As part of its enrollment process, JRCS shall encourage prospective students (or their parents/guardians) in writing that they should remain enrolled in the Charter School for the entire school year. If a student chooses to return to a District school during the school year, the District may grant or withhold consent based on one or more of the following factors: the reasons for and reasonableness of the parent’s request for enrollment; (ii) the factors otherwise considered in connection with requests for mid-year transfers between District schools as set forth in District policy and regulations on Assignment of Students to Schools (JCA/AFBB and JCA/JFBB-R) except that consent may be denied with respect to any school including the school within the student’s attendance area, if such school does not have adequate space, staffing or programs to adequately serve

the student; (iii) the educational disruption caused by mid-year transfer; and (iv) the best interests of the student.

4. The parties shall jointly develop and implement a cooperative plan meeting applicable Federal requirements for the identification and assessment of LEP Students who may enroll in the Charter School, for the dissemination of information regarding such identification and assessments to parents and the public, and for satisfaction of the District's reporting obligations with regard to such students. As part of its enrollment process, JRCS shall inform Prospective Students (or their parents/guardians) that the District's plan for the delivery of appropriate educational services to LEP students will be executed within the existing programs of the District and not within the programs of JRCS.
5. As part of the Registration process, the Charter School shall submit information to the District regarding the Charter School Students actually attending the Charter School, including the student's name, social security number (if available) and address. Such information shall be submitted in writing, or in such electronic data form as may be reasonably requested by the District. The Charter School shall promptly submit to the District this same information on any students subsequently enrolled in the Charter School.

F. Enrollment Limits.

1. The Charter School currently serves grades K-10, and may add one grade level each Contract Year (as defined in Paragraph 8.1) until JRCS serves students K-12.
2. The Charter School shall cap enrollment at the reasonable operating capacity of its facilities pursuant to Paragraph 4.6 below. The parties agree that the reasonable operating capacity of the Charter School's current K-8 facility is 325 students, and that the reasonable operating capacity of its 9-12 high school facility (a portion of the old R-5 High School building currently leased by JRCS) is 125 students. If the Charter School facilities are expanded to accommodate more than 450 students in aggregate, JRCS may increase the enrollment cap with the written approval of the District's Superintendent. Such approval shall not be withheld except as reasonably necessary to facilitate academic success, to facilitate the school's ability to meet its objectives; and to ensure enrollment does not exceed the reasonable operating capacity of the Charter School facility.
3. In the event the number of Prospective Students applying for admission exceeds any limit established by the JRCS Board or this Agreement, students shall be selected for enrollment in the Charter School on the basis of an open, nondiscriminatory process consistent with law. Such selection process shall be in writing and shall be submitted by JRCS to the District for review and approval prior to its adoption, or material modification. Once enrolled, a Charter School Student may continue to attend as long as he/she is in good standing and is continuously enrolled.
4. JRCS shall not permit any student who is subject to the compulsory school attendance requirements set forth in the Colorado School Attendance Law of 1963, as amended, to enroll on a part-time basis or otherwise attend school on a

schedule which does not fulfill such requirements, except upon receipt of documentation sufficient to establish that one or more of the exceptions to compulsory attendance set forth in section 22-33-104(2), C.R.S. is applicable to such student.

G. Enrollment Verification; Registration. For purposes of this Agreement, Registration shall constitute verification of enrollment by the District. No child admitted to the Charter School shall be counted as a Charter School Student for any purpose under this Agreement until and unless such student has completed Registration. Registration includes completion of all District required data as outlined in Exhibit C.

3.2 Student Attendance, Conduct and Discipline.

A. Except to the extent expressly waived, the Charter School shall comply with all applicable laws, rules and regulations concerning student attendance and standards of conduct and discipline. The Charter School also shall comply with all District approved policies and regulations concerning student attendance and standards of conduct and discipline. The Charter School shall promptly develop specific rules of conduct similar to the building level conduct rules developed by individual schools in the District which shall be applied in the Charter School. The Charter School may request additional waivers from specific Board policies and regulations regarding conduct, and discipline in accordance with Article 5 below, provided that the Charter School shall agree to implement specific replacement policies and regulations or otherwise provide evidence satisfactory to the District that reasonably acceptable policies and procedures for the conduct and discipline of the Charter School Students will be maintained. The Charter School shall ensure that its students comply with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

B. Subject to applicable law and waiver of any inconsistent state laws, regulations or rules, the Charter School's administrator shall have the authority to suspend Charter School Students for not more than ten (10) school days to the same extent as the Board has delegated such authority to building principals in Board Policy JKD/JKE. Upon the written recommendation of the administrator of the Charter School, the District may expel or suspend a Charter School Student for more than ten (10) days in accordance with District policy and applicable state and federal law. Such recommendation by the Charter School administrator shall include the proposed grounds for expulsion or suspension more than ten (10) days, a recitation of the facts upon which the proposed disciplinary action is based, and all pertinent educational and disciplinary documentation and records. Students expelled from the Charter School shall be excluded from District property and activities to the same extent as students expelled from other schools of the District. The parties agree that the District retains sole authority and responsibility to determine whether to expel or suspend for more than ten (10) days a Charter School Student recommended for such discipline by JRCS' administrator, to prohibit certain students from enrolling or re-enrolling in the Charter School if a victim of the student's behavior (or a member of the victim's immediate family) is enrolled in or employed by the Charter School, to conduct a hearing or hear a student's appeal of any expulsion action or denial of admission, and to provide alternative educational services to expelled students pursuant to § 22-33- 203, C.R.S.

C. The delegation of disciplinary authority set forth in subparagraph B. of this Paragraph shall be exercised with respect to the students with disabilities as set forth in Exhibit B.

D. Prior to admitting any student to the Charter School, who has been expelled from the District or any other school district, or who has engaged in behavior in another school district that is detrimental to the welfare or safety of other pupils or of school personnel, the Charter School shall make a

determination based on applicable law as to whether or not it will grant or deny admission to such student. If the Charter School allows any such student to enroll, the student shall, as a condition to admission, acknowledge in writing that admission to the Charter School shall not entitle the student to be admitted to any other District school without completing new admissions procedures.

E. The Charter School shall, in disciplining students and otherwise fulfilling its responsibilities under this Paragraph 3.2, afford Charter School Students an appropriate level of due process as required by applicable law and shall consider the health, safety and welfare of other students and staff to the extent appropriate.

3.3 Curriculum.

A. Content Standards/Accreditation, Accountability. The Charter School shall design and implement its educational program, subject to the conditions of this Agreement, in a manner which satisfies Colorado Academic Standards, as well as any other applicable state laws, including, without limitation, requirements regarding content standards, accreditation, and accountability, as set forth in the Colorado Basic Literacy Act, § 22-7-501 *et seq.*, C.R.S., Educational Accreditation Act of 1998, C.R.S. § 22-11-101, *et seq.*, and the Educational Accountability Act of 1971, as amended, C.R.S. § 22-7-101, *et seq.*

B. Specific State Law Curriculum Requirements. The JRCS curriculum shall be fully aligned with the Colorado Academic Standards; however, its sequencing may be varied in accordance with a written plan approved by the District and included in Exhibit A. The Charter School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, 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.

C. District Curriculum Requirements. To the extent permitted by law and the other terms and conditions of this Agreement, the District shall waive state law curriculum requirements, subject to the following curriculum requirements:

1. JRCS shall be required to annually enter into an accreditation process with the District to be effective no later than the deadline set for the accreditation process between the District and other District schools. This process shall be based on the same form, accreditation criteria and scoring system used for all other District schools.
2. Unless otherwise expressly waived by the District, the Charter School's curriculum shall conform to curriculum and sequencing described in Exhibit A. Prior to commencement of any instructional program in the Charter School based on a new or materially modified curriculum, the Charter School shall notify the Board in writing regarding the nature and extent of the proposed curriculum changes, and, upon request, provide evidence reasonably acceptable to the District of the complete scope and sequence of each affected course or program of instruction being conducted by the Charter School, and of the appropriate sequencing of courses.
3. The educational program of the Charter School shall at all times be conducted (i) pursuant to a properly approved curriculum as provided above; (ii) to ensure

course work completed at the Charter School meets District requirements or otherwise can be honored upon transfer of a student back to the District; and (iii) to meet the terms of any and all accreditation requirements and standards of the District as provided in 3.3(C)(1) above.

3.4 Pupil Performance Standards and Evaluation.

A. Evaluation of Pupil Performance. JRCS shall comply with all Colorado student assessment program requirements, as now or hereafter provided by law. The Charter School shall also comply with the requirements of Senate Bill 08-212, Colorado's Achievement Plan for Kids (CAP4K), including provisions related to school readiness that requires all preschool or kindergarten children receive an individual school readiness plan that utilizes the Teaching Strategies Gold assessment or other school readiness assessment approved by the State Board, unless the State Board grants to JRCS a waiver or exemption from such compliance. If the Charter School elects to use an alternative approved assessment, it shall notify the District in writing of the name of such alternative. In addition, JRCS shall:

1. administer the DIBELS early literacy assessment or another READ Act approved assessment to each Charter School Student in grades K-3 three (3) times each school year (fall, winter and spring) within the dates prescribed by the benchmark calendar set by the District Assessment Office, and review the results with the District within twenty (20) school days from the end of the benchmark window for each such assessment.
2. administer the NWEA assessment to each Charter School Student in grades 2-8 three (3) times each year (fall, winter and spring) within the dates prescribed by the benchmark calendar set by the District Assessment Office, and review the results with the District within twenty (20) school days from the end of the benchmark window for each such assessment.

JRCS may develop and implement alternative assessments to those provided above that better suit its curriculum and educational philosophies, but any such alternative assessment must be approved in advance by the District in writing, and may only be implemented at the beginning of a school year.

JRCS shall not allow parents to opt out of the foregoing assessments except as provided by Colorado law regarding state assessments administered pursuant to section 22-7-1006.3, C.R.S. (currently, the PARCC/CMAS assessments). JRCS shall adopt and implement written policy and procedures for response to parent-initiated requests to exempt students from participation in such state assessments. JRCS shall not discourage any student from taking any assessment required by this Agreement or encourage any student's parent to excuse a student from taking such assessments, and shall advise its instructional staff of this prohibition in writing.

B. Procedures for Corrective Action. The parties agree that the Charter School requires active monitoring and technical assistance regarding its academic improvement to successfully complete its "Turnaround Plan" and improve its accreditation status from the state of Colorado so that it is no longer subject to the five (5) year statutory timeline pursuant to the Education Accountability Act of 2009 (C.R.S. §22-11-101 *et seq.*), referred to as the "Accountability Clock." Accordingly, unless and until the Charter School has an SPF rating by CDE of "Improvement" or better, the Charter School shall:

1. Retain, at its own cost, one or more third party specialists to provide JRCS with ongoing technical assistance with its curriculum and instruction. Should JRCS does not engage a third party specialist, for this purpose, JRCS may request the

District to provide the technical assistance required herein, and the Charter School shall pay the District the cost of providing such assistance at an hourly rate comparable to that the Charter School would be charged if the assistance was a Contracted Service, which rate shall be set forth on Exhibit D.

2. Obtain the services of the District’s Executive Director of Resolution/Support and Director of Instructional Data Services to actively monitor and analyze student assessment data and outcomes, and provide recommendations for academic improvement of Charter School Students. JRCS shall pay for such services at an hourly rate set forth on Exhibit D. The District shall make reasonable efforts to cooperate with the Charter Schools’ retained specialists so as not to duplicate services.

3.5 Other Specific Educational Program Goals and Objectives. In addition to any other commitments, goals or objectives set forth in Exhibit A or any other provision of this Agreement, the Charter School shall achieve the specific goals and objectives described below:

A. The Charter School shall maintain an attendance rate that meets or exceeds that expected of similar District student populations.

B. The Charter School shall demonstrate a satisfactory level of achievement and continuous progress on the measures of student performance described in Paragraph 3.4 above. Achievement and progress shall not be deemed satisfactory unless the outcomes and goals on the Charter School’s turnaround plan attached hereto as Exhibit H, are met or exceeded within the timelines specified therein.

C. The Charter School shall comply with the requirements of the Elementary and Secondary Education Act (as amended by the Every Student Succeeds Act, and other amendments enacted from time to time, 20 U.S.C. §6301, *et seq.* (“ESSA”)), including the provisions concerning the language instruction for limited English proficient students and immigrant students, except as otherwise indicated in Subparagraph 3.1 E. 4. above.

D. By written request to the District during the school year, JRCS may propose reasonable extensions or additions to JRCS programs, including on-line or off-site programs, to commence no sooner than the start of the following school year. Such request shall provide information concerning the budget and demonstrated need for the proposed program addition, as well as a description of the design, structure, goals and objectives of the program, and such other information as the District may request. No on-line or offsite programs, including “virtual” schools or off-site private or parochial school outreach programs, shall be implemented without District approval.

E. In addition to the reports required in Paragraph 4.12, the Charter School shall provide the District with such data and information, and in such format, as is required for the District’s timely reporting to CDE and as otherwise required in the Charter School’s Accreditation. The Charter School understands that failure to achieve the goals established pursuant to Paragraphs 3.3, 3.4, and 3.5, and its accreditation, may be grounds for the District’s termination of this Agreement and revocation of the Charter School’s right to operate pursuant to Paragraph 8.3 below.

3.6 Nonreligious, Nonsectarian Status. The educational program of JRCS shall be nonreligious, nonsectarian, and shall not discriminate against any student on the basis of race, creed, color, sex, sexual orientation, national origin, religion, ancestry, disability or need for special education services.

3.7 Extracurricular Activities. JRCS students may participate in nonacademic activities at other schools in the District, provided that the prerequisites for participation are met and there is space available in the desired activity or program. Such participation shall be subject to the same requirements and conditions as apply to District students and shall be subject to and in compliance with all applicable District and Colorado High School Activities Association policies, procedures and rules. JRCS shall advise Charter School Students and/or their parents that they will be responsible to make their own arrangements, consistent with state law, for participation in extracurricular activities offered by a District school that are not offered at JRCS. Where such participation requires payment of a fee, the Charter School Student or JRCS shall be responsible for payment of the fee. The Charter School or the student shall be responsible for transportation, beyond that which is available to regular District students. JRCS students shall not be eligible for enrollment in academic courses at other District schools on a part-time basis.

3.8 Student Welfare and Safety. Unless waived in writing as provided in this Agreement, JRCS shall comply with all Board-approved policies and regulations, and 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, immunizations, vision and hearing screenings, health plans and disaster response and any state regulations governing the operation of school facilities. In the event JRCS occupies any building containing asbestos-containing materials, it shall comply with all federal and state laws and regulation concerning the abatement, maintenance, monitoring and removal of such materials.

3.9 Academically Low Achieving Students. JRCS shall identify academically low achieving, at-risk students and exceptional students as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that best serves their needs, as set forth in Exhibits A and B.

3.10 Records and Information Systems.

A. The Charter School agrees to use and maintain an electronic student data system that is compatible with the District's electronic student data system for the collection, management and reporting of student records and data including, but not limited to, enrollment and directory information, discipline, attendance, and grade data. JRCS shall at all times have in its employ sufficient personnel with sufficient training and experience to perform student data management responsibilities as required by this Paragraph 3.10. Charter School agrees that all such data shall be entered in a timely manner, but not later than three (3) business days following the receipt of such information by the Charter School.

B. JRCS agrees to comply with all record keeping requirements of the Board and/or federal or state law and shall provide any reports, in such form as the District shall reasonably request, to meet the District's reporting obligations to CDE and United States Department of Education.

C. JRCS shall comply with all Board policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Colorado Open Records Act, C.R.S. § 24-72-204 *et seq.*, and FERPA. Student records include, without limitation, enrollment forms, 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. A list of required documents and records is attached hereto as Exhibit E and made part hereof as if fully set forth herein.

D. The District will timely provide JRCS with access to any data and information pertaining to the School that it receives from CDE or other state sources including but not limited to test scores,

ESEA school improvement status, School Performance Framework (“SPF”), accreditation, special education, and funding information, at or about the same time as such information is provided to other District schools, but not later than seven (7) business days before any applicable appeal period expires. The District shall give due consideration to any appeal made by JRCS to the plan assignment, provided that JRCS has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to CDE in accordance with 1 CCR §301-1, Rule 10.03.

E. Annual Report. In accordance with the Act, the District shall annually review the Charter School’s performance, which shall include at a minimum the charter school’s progress in meeting the objectives identified in the plan the Charter School is required to implement pursuant to C.R.S. §22-11-210, and the results of the Charter School’s most recent annual financial audit. The District shall provide the School with written feedback from the annual review.

3.11 Management and Teacher Training. The District may from time to time notify management, administrative, educational and other personnel of the Charter School regarding orientation, in-service and other training to be provided or offered to District personnel. If Charter School employees voluntarily elect to participate in such training at the invitation of the District, the District shall permit such participation without fee, except that JRCS shall be required to pay any incremental or out-of-pocket costs of such participation, including, but not limited to, copying charges for materials, substitute pay (if teachers attend on an instructional day) and meals. However, if the District elects to require the Charter School to attend such training over the objection of the Charter School, the District shall bear the cost of such training.

3.12 Calendar. The regular school year for each grade level offered at the Charter School shall meet or exceed state law and regulatory requirements for actual hours of teacher- pupil instruction and teacher-pupil contact.

3.13 Re-enrollment/transfers. All requests by Charter School Students to enroll or re- enroll in a District school or by District students to enroll or re-enroll in the Charter School shall be governed by applicable Colorado law and District policy and regulations on Assignment of Students to Schools (JCA/JFBB and JCA/JFBB-R). However, the parties agree that disciplinary proceedings against a student shall not be withheld, withdrawn, discontinued or delayed on account of such student’s request or expression of intent to enroll in or transfer to the other party.

Upon receipt of notice from a District school that a Charter School Student has enrolled or requested enrollment in such school, the Charter School shall promptly forward a complete copy of the Charter School’s educational records concerning such student, including all disciplinary information and records, to such District school. Upon receipt of a notice from the Charter School that a District student has enrolled or requested enrollment in the Charter School, the District School of the student’s prior enrollment shall promptly forward a complete copy of the District School’s educational records concerning such student, including all disciplinary information and records, to the Charter School.

ARTICLE 4

FINANCIAL PROVISIONS AND REPORTING

4.1 Per Student Funding

A. Per Student Funding. Under the terms of the Public School Finance Act of 1994, C.R.S. §22-54-101, *et seq.* (or successor act) (the “Finance Act”), the District’s per pupil revenue (the “PPR”) is defined as the District’s total program for each year divided by the District’s funded pupil count for the

year. The District shall provide funding to the Charter School in the amount of 100% of the District's PPR for each school year during the term of the Agreement for each student enrolled in the Charter School, less the percentage retained for the Charter School's per pupil share of the District's central administrative overhead costs as provided in subparagraph 4.1 D. below. Subject to the terms of Paragraph 4.16 and Article 8 below, this funding will be made available to the Charter School in monthly installments consistent with the fiscal year. The monthly installments shall be timed to correspond with the District's receipt of its state funding, unless the parties agree otherwise. The term "enrolled" as used in this provision shall be deemed to mean enrolled as of the count dates or periods and in accordance with the requirements of the Finance Act and CDE regulations. The Charter School shall be subject to audit by CDE and by the District of the count of students enrolled in the Charter School as of such dates, and the Charter School shall cooperate in good faith with all such audits.

B. Funding Adjustments. The initial funding of the Charter School in each academic year shall be based on the number of students set forth in the Charter School's "Proposed Budget," as set forth in Paragraph 4.3(B). The parties agree that it is their intent that the funding of the Charter School shall be based directly on the funding received by the District for the Charter School Students. Accordingly, the District shall adjust the funding to reflect the actual funded student count (as determined by the funded pupils at JRCS on the official count date, which is currently October 1) as compared to the estimated student count used at the beginning of the school year and regardless of whether students transfer from the District to the Charter School or the Charter School to the District subsequent to such count date. Such adjustments may include, without limitation, an adjustment to reflect the results of a change in pupil count resulting from District or CDE audit. In addition, to the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to the Charter School funding herein by adjustment or set off in subsequent months. Further, if any significant alteration is made to the Finance Act, the parties shall be required to reexamine and renegotiate in good faith the funding of the Charter School to take into consideration the changes in the Finance Act. The parties recognize and understand that under the current version of the Finance Act, neither the Charter School nor the District will receive funding for students in the year of enrollment if the student first enrolls in the Charter School or the District after the October 1 count date.

C. Subsequent Year Per Student Funding. On or before January 15 of each fiscal year of this Agreement, either the Charter School or the District may elect by written notice to the other seeking to renegotiate the funding of the Charter School under this Agreement. If such election is made, the Charter School and the District will begin good faith negotiations no later than February 15, concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the District's and the Charter School's budget development and adoption process. If neither party elects to renegotiate funding, or if the parties are unable to agree on a new funding arrangement, the Charter School shall be funded as set forth in this Agreement, pursuant to enrollment limitations as provided in this Agreement. The parties acknowledge that the intent of the Act is that the funding and service agreements will be neither a financial incentive nor a disincentive to establishment of a charter school.

D. Central Administrative Overhead Costs. The District may retain up to five percent (5%) of the District per pupil revenues for each student enrolled in the Charter School, or the maximum retainage allowed by law if greater or less, as an estimate of the Charter School's per pupil share of the "central administrative overhead costs," as defined by the Act. Such retainage shall not entitle the Charter School to any services other than those routinely provided in the ordinary course of business in the office or department incurring such costs. Within ninety (90) days after the end of each fiscal year, the District shall provide to the Charter School an itemized accounting of all said "central administrative overhead costs" for such year. If such amount is less than the amount retained during such fiscal year under this subparagraph, the District shall pay the excess retainage to the Charter School, less any amount owed to the District from the Charter School under any other provision of this Agreement, including, but not

limited to, amounts payable under this Paragraph 4.1 and amounts due for services purchased pursuant to Paragraph 4.8.

E. Essential Direct Services. In addition to any optional contracted services the District elects to offer and the Charter School elects to purchase pursuant to Paragraph 4.8 below, the District shall provide and Charter School shall purchase certain essential direct services (EDS) as listed in Exhibit D.

4.2 Other Funding.

A. No Additional Funding. The District shall have no obligation to provide financial assistance to the Charter School, including, without limitation, any start-up, planning, renewal, or continuation costs, except as expressly provided in this Agreement.

B. Other District Funding Sources Available to Charter School. The Charter School shall be free to make grant or contribution requests separately for its own purposes, or to request that the District apply for a grant funds for which the charter school may qualify, but that may require the District as the local education agency to file such grant application. The Charter School also shall be entitled to receive (i) funding in relation to special education as set forth in Exhibit B; and (ii) the portion of any other federal and state categorical grants, including Title I, English Language Proficiency Act funds, migrant student funds and charter school per pupil facilities funds, actually received by the District and is directly allocable to the Charter School, and JRCS may receive any of such funds that are distributed directly to the Charter School by CDE. However, the District shall have no obligation to execute or approve grant documents for JRCS or serve as the fiscal agent responsible for proper administration and/or compliance with grant contracts unless such grant permits the District to receive a reasonable administration fee to cover the District's costs in serving as the fiscal agent, and the grant proposal and all associated documents are approved by the District prior to submittal of the application process. To the extent permitted by law, JRCS shall agree to pay the District, out of the proceeds of any grant awarded to it that is administered through the District as provided herein, and prior to the payment of any other allowable grant expenses, a reasonable administration fee to cover the District's costs in serving as the fiscal agent. In addition, JRCS shall indemnify, hold harmless and defend the District of and from any liability or expense caused by or in any way related to the Charter's School's misuse of funds or other noncompliance with terms and conditions applicable to any grant or categorical funding program from which it receives funding. Promptly upon request by the District, the Charter School shall provide evidence reasonably acceptable to the District that the Charter School is in compliance with such terms and conditions, and shall provide the District with all reports, data, and information reasonably necessary for the District to meet any reporting, certification or other requirements for such funding. Unless otherwise agreed by the District and the Charter School, all such funding shall be provided to the Charter School promptly after receipt of such funding by the District.

Notwithstanding the foregoing, if the District reasonably determines that such funding requires: (i) the District may directly administer the funds and make qualifying expenditures from the funds for the benefit of qualifying activities in the Charter School, and (ii) the District may require that any tangible assets purchased with such funds remain the property of the Charter School and thereby remain a public asset.

C. Cash Flow Loan Funding. The District administration may elect, in its sole discretion, and upon the written request of JRCS, to make advance funding to the Charter School to address cash flow timing concerns of the Charter School upon demonstration by the Charter School of the necessity, purpose, and plan for repayment of such funds. In no event shall the outstanding amount of such advances at any time exceed 20% of the total funding to JRCS under Paragraph 4.1.

D. Interest on District Advance Funding. Unless otherwise expressly agreed by the District and the Charter School, the District at its option may elect to charge the Charter School with a reasonable interest cost for any loans made to the Charter School, or for any other payments made to the Charter School in advance of the District's receipt of offsetting funding, including, without limitation, the excess of the per student funding to the Charter School under Paragraph 4.1 over the state per pupil funding received by the District resulting from the timing of the District's receipt of property tax payments. The reasonable interest cost shall be determined based on the District's actual cost or opportunity cost of capital, which rate shall not exceed 2 percentage points over the cost of funds to the District, and shall be disclosed to JRCS prior to any advance hereunder.

E. Other Funding Sources. Except as provided in Article 8 below, the District shall have no responsibility for the management or administration of funds received directly by JRCS from third parties pursuant to grants not requiring the District's approval of or participation in the receipt or expenditure of the grant funds. JRCS shall indemnify, hold harmless and defend the District of and from any liability or expense caused by or in any way related to the Charter's School's misuse of such funds or other noncompliance with terms and conditions applicable to any such grant or funding program.

F. Mill Levy and Bond Elections.

1. The parties acknowledge and agree that the District has prioritized JRCS' operating needs for inclusion in a contemplated 2017 District ballot measure for approval of a mill levy override authorizing additional local revenues in the following manner: in the event District voters approve such mill levy override ballot measure in November 2017, JRCS will receive a proportionate share of any funds raised in connection with such mill levy override based on the proportion that JRCS' official pupil count bears to the aggregate official pupil count of the District, subject to same withholding percentage applicable to other PPR revenue received pursuant to the charter contract between JRCS and the District. With regard to ballot measure(s) for approval of any additional mill levy override levy in a future election year subsequent to 2017, the District shall comply with Colorado law regarding the sharing of funds generated by such measure.
2. The parties acknowledge and agree that the capital needs of JRCS identified by JRCS were duly considered in accordance with Colorado law, but not prioritized for inclusion in a contemplated 2017 District ballot measure for approval of bonded indebtedness, and that JRCS shall not receive any share of the funds raised in connection with such bond measure in the event District voters approve it at the November 2017 election. The Charter School shall be considered for inclusion in any post-2017 District election conducted during the term of this Agreement, for charter capital construction needs, all in accordance with the requirements set forth in C.R.S. § 22-30.5-404. Capital construction projects shall be consistent with the purposes set forth in C.R.S. §§ 22-42-102(2)(a)(I) to (2)(a)(V) and (VIII). Should the District not include the Charter School in a future District General Obligation Bond Election after 2017, it shall notify the charter school in writing of the reasons why it is not no later than 60 days prior to the date for finalizing ballot language by law, and the Charter School shall have the opportunity to request that the District submit to the eligible electors of the District the question of whether to impose a mill levy for the purpose of financing capital construction for the Charter School in accordance with law,

C.R.S. § 22-30.5-405. As provided by law, any election called for a special charter school mill levy shall have the costs borne by the Charter School.

4.3 Budgets and Spending.

A. On or before May 1 of each Contract Year (as defined in Paragraph 8.1), or on or before such other date as the parties may mutually agree in writing, the Charter School shall submit to the District its “Proposed Budget” for the upcoming fiscal school year, for District administrative review and approval prior to its adoption by the JRCS Board. The District shall approve the Proposed Budget unless it finds that it (i) fails to take into account the Contingency Reserve required by Paragraph 4.4 below (ii) is not accompanied by or include a Cash Flow Statement in a form reasonably acceptable to the District; (iii) is not a balanced budget, or reflects or plans for any operation at a deficit; (iv) relies upon indebtedness in excess of that provided in Paragraph 4.6 below (or approved thereunder); (v) relies upon unconfirmed grant/donation revenues for greater than 10% of the budgeted revenue (the District may also require further assurance regarding revenue sources other than the District, as provided in Paragraph 4.5 below); and/or (vi) the fund levels proposed for the Charter School’s General Fund, and any other fund the Charter School elects or is required to establish or maintain in compliance with the Act and the Financial Policies and Procedures established by CDE, are erroneous, unrealistic or economically unsound. The District shall not unreasonably withhold or delay its approval of the Proposed Budget, and any disapproval of the Proposed Budget shall be made in writing to JRCS, which writing shall include a statement of the grounds for such disapproval.

B. The JRCS Board shall adopt the approved Proposed Budget for the next fiscal year along with any amendments thereto that have been approved by the District (if any), and shall submit the same to the District by June 1 of each year (the “Adopted Budget”). The “Adopted Budget” shall include General Fund, and any other fund the Charter School is required to establish or maintain in compliance with the Act and the Financial Policies and Procedures established by CDE. The Adopted Budget may not be materially amended except with the approval of the Board, which approval shall be granted unless the Board finds that one or more of the grounds for disapproval specified in subparagraph A. of this Paragraph 4.3 exist with regard to the Adopted Budget as amended. A material amendment shall mean an amendment that causes the total revenue amount or total expenditure amount of any budgetary fund, including the JRCS General Fund, to change by an amount greater than ten percent (10%). The District shall not unreasonably withhold or delay its approval of any material amendment of the Adopted Budget, and any disapproval of such amendment shall be made in writing to JRCS, which writing shall include a statement of the grounds for such disapproval.

C. Subject to Paragraph 4.6 below, the Charter School shall not voluntarily incur any expenditure or indebtedness which is materially inconsistent with its approved “Adopted Budget” without amending such Adopted Budget in advance in accordance with Subparagraph B above except as provided in the last sentence of this Subparagraph. However, JRCS may, upon approval of the JRCS Board and following written notice to the District, transfer budgeted funds from one line item to another in order to meet actual expenses. Additionally, the Charter School may, following approval of cash-flow funding from the District pursuant to Paragraph 4.2 C above, or upon incurring indebtedness, subject to the limitations of Paragraph 4.6 below, amend its Adopted Budget to reflect such indebtedness, and shall provide the District with copies of the same to verify compliance with the limitations of Paragraphs 2.9 and 4.11 E, if applicable.

D. At no time shall the actual revenues reasonably projected to be collected by the Charter School during the fiscal year fall below 90% of the revenues projected to be collected for the fiscal year in an Adopted Budget (a “Budget Revenue Shortfall”). The Charter School shall promptly notify the District in writing at such time as there is substantial concern that a Budget Revenue Shortfall may occur.

The Charter School may propose amendments to the Adopted Budget to offset the Budget Revenue Shortfall, which amendments must be approved by the District, which approval shall not be unreasonably withheld.

4.4 Required Contingency Reserve.

A. The District believes that it is critical to the success of the Charter School to have adequate contingency funding for unexpected occurrences. Accordingly, the Charter School shall establish and maintain throughout the term of this Agreement (pro rata throughout the year) a “Contingency Reserve”.

B. The amount JRCS shall keep and maintain as a Contingency Reserve shall be equal to at least three percent (3%) of the total annual expenditures of the Charter School for the preceding school year. The required amount of the Contingency Reserve may be increased by the District by an amount determined to be necessary in the reasonable good faith judgment of the District to reflect any revenues budgeted by the Charter School as to which there is significant uncertainty regarding actual receipt by the Charter School.

C. The Charter School shall not make expenditures which cause the Contingency Reserve to be reduced below the minimum amount required in subparagraph 4.4(B) above without the advance written approval of the District, which shall not be unreasonably withheld.

4.5 Financial Security Regarding Outside Money. To the extent that the Charter School will rely significantly (i.e., more than 5% of Budget revenues) on funding from sources other than the District, the District may require the Charter School to provide it with reasonably acceptable evidence that such funding will be available. Such evidence may include, without limitation, placement of funds in escrow, a letter of credit, or written commitment letters.

4.6 Indebtedness. The Charter School shall not incur any capital indebtedness or other debt, the annual payments on which exceed in aggregate 20% of the annual revenues of the Charter School, based upon a reasonable and economically feasible proposed budget and enrollment projections for the term of this Agreement, which will be provided to the District prior to incurring such debt, except with the advance approval of the District. Such consent shall not be unreasonably withheld, and shall be approved if the debt is on commercially reasonable terms as measured by the market for charter school financing, and can reasonably be expected to be repaid by JRCS based on its five year projected budget, a copy of which shall accompany the request (provided, however that such debt may be for a term longer than five years), and the contract or other documents or instruments evidencing the indebtedness includes the disclaimer set out in Exhibit G, as required by Paragraph 2.9 above. Any request for approval of indebtedness hereunder, shall be in writing, and include copies of all proposed agreements or documents proposed to be executed by JRCS, including payment terms, security and verification of compliance with language required by Paragraphs 2.9 and 4.11.E. hereof. Such request shall be deemed approved if not objected to by the District in writing within fifteen (15) business days following receipt by the District of the request for approval by JRCS, together with the documentation required by this Paragraph.

4.7 Site and Facility.

A. The Charter School shall be operated upon property and improvements located entirely within the District’s boundaries (collectively, the “Site”). The current Site for the K-7 operations of the Charter School is located at 640 24 ½ Road in Grand Junction, Colorado, and the current Site for the grade 8-12 operations of the Charter School is the second floor of the old R-5 High School facility at 310 North 7th Street in Grand Junction, Colorado. The Charter School shall be responsible for the

construction, renovation and maintenance of any facilities located on the Site, whether owned or leased by it. The School shall provide the District with a copy of the lease, deed, or other facility agreement granting the School the right to use the same. The School has or shall comply with C.R.S. §22-32-124 with respect to any Site, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to the Site and any such facilities thereon for purposes of inspecting the same for safety, security, and compliance with applicable laws and District policies relating to facilities that are not otherwise waived.

B. Except as provided in Subparagraph C. 1. of this Paragraph 4.7, at least sixty (60) business days prior to commencement of a lease or closing on the acquisition of real property to be used as a new, expanded or additional Site, provide to the District a written relocation plan containing the following:

1. A description of and proposed timetable for commencement and substantial completion of any capital construction, remodeling alterations or improvements needed at or to the Site, and a timetable for the Charter School's relocation to and occupancy of the Site by the Charter School or any part thereof;
2. With respect to any existing improvements on a Site: (a) reasonable evidence that the facility has been inspected for appropriateness as an educational use (as existing or planned); (b) a summary of alterations that will be made to the facilities to make them suitable for use as a public school and complying with applicable laws regarding health, safety and accessibility of school facilities, including but not limited to, applicable building and fire codes and the Americans with Disabilities Act, and (c) a description of square footage and facilities (existing and planned) and a summary of how JRCS anticipates such facilities will meet its proposed programmatic needs and planned enrollment (for the period of use if temporary).
3. If available at such time, the Charter School shall provide any proposed plans and drawings showing of proposed new facilities sufficient to accommodate the planned programs and enrollment of JRCS. If not available, the same shall be provided by JRCS to the District when available.
4. An explanation of the lease obligations (including the term and rent amount), if known, or other financial obligations which JRCS plans to undertake in connection with the relocation contemplated, along with evidence that any debt to be incurred for the Site or improvements to be constructed thereon shall not exceed the threshold set forth in Paragraph 4.6 above, or a request for consent shall have been separately submitted by JRCS.

C. The District shall have fifteen (15) business days from the date it receives JRCS' relocation plan in accordance with subparagraph B of this Paragraph to give written notice to JRCS of any objections to such plan. In the event such notice is given, the Chairman of the JRCS Board and the District's Superintendent shall meet and confer in an effort to resolve such objections. In the event such objections are not resolved within fifteen (15) days following JRCS' receipt of the notice, the District and JRCS shall schedule and conduct a joint public meeting of the Board and the JRCS Board within fifteen (15) business days to discuss and attempt to resolve any remaining objections.

1. With respect to JRCS' current plan to eventually relocate all of its operations to the proposed Site known as Mesa County Tax Parcel #2945-023-00-062 (and consisting of approximately 28 acres of land located adjacent to and west of 601 Horizon Place, Grand Junction, CO 81506) in conjunction with the pending purchase of such property by Juniper Ridge Building Corporation, which purchase is scheduled to close on November 1, 2017, JRCS shall submit to the District its relocation plan in accordance with Subparagraph B. of this Paragraph 4.7 promptly upon execution of this Agreement. The provisions of Subparagraph C. above shall apply regarding such plan, except that all of the time periods specified therein shall be reduced to ten (10) days. This subparagraph shall not apply to any other proposed Site or relocation plan submitted in accordance with this Agreement.

D. At least three (3) days prior to closing or lease execution, JRCS shall provide reasonable evidence that any financing, construction, or long term agreements pertaining to the Site will or do comply with Paragraph 4.11 E below, or that requisite efforts were made to obtain the same, to no avail.

E. Within five business days following closing and/or lease execution, JRCS shall provide the District with a copy of any deed, and signed lease or other agreement which provides for (i) the Charter School's use and occupancy of the Site identified pursuant to subparagraph B above for a term which does not expire before end of the initial term of this Agreement as set forth in Paragraph 8.1 below, or, alternatively, for a term of not less than one (1) year if JRCS has the unconditional right or option to extend such term (or annually renew the lease or other agreement) for at least two successive years immediately following such initial term, upon annual appropriation by JRCS. JRCS shall not enter into a lease having a term shorter than required by this subparagraph unless such lease is approved in advance by the District in writing, which approval shall not be unreasonably withheld.

F. The Charter School shall not be in monetary or other material default under any lease of a Site. The Charter School shall use and maintain any Site in accordance with all applicable federal, state and local laws, rules, and regulations and District policies, except to the extent expressly waived, including, without limitation, District policies that directly protect the safety and welfare of employees and students. The Charter School agrees to provide the District, within three business days of receipt by the Charter School, a copy of all correspondence relating to the Site to the extent such correspondence is related to student or staff health or safety, or violation of applicable law regarding the same.

4.8 Contracted Services.

A. Except as expressly provided in this Agreement, and notwithstanding any contrary statement or implication in the Application, the Charter School shall be responsible for all services and costs associated with its school operations, including, without limitation, the cost of contracting for employees, facilities, goods and services.

B. The District has agreed to make certain contracted services available to the Charter School for purchase as described in Exhibit D, subject to the parameters and costs of each as determined, and modified annually by the District in accordance with the methods set forth in Exhibit D. In the event the Charter School elects to contract with the District for any such service, such election shall be subject to Paragraph 4.8(C) below.

C. The Charter School may identify services that it wishes to receive from the District. Because of budgetary and staffing considerations of the District, the District requests that the Charter School make requests for services to be provided by the District for any District fiscal year on or before

April 1 preceding the beginning of the next fiscal year. The District shall be under no obligation to consider requests made after this deadline, but may voluntarily elect to consider such requests. The Charter School shall describe such additional services in detail and identified by the District's budget functions in writing to the District and shall request a District determination of whether such services can be provided by the District and the estimated allocable District cost of providing such services to each student in the District, if it is a District service already provided to other District schools (the "District Allocable Cost"). The District Allocable Cost may be based on the allocable share of the District's direct and indirect costs which is reasonably allocable to the requested service, or on any other reasonable method for determining the District's cost in the discretion of the District. Upon receiving such request, the District shall within a reasonable period of time thereafter provide the Charter School its determination as to whether or not the requested services, or any portion thereof, will be provided by the District and, if so, shall make a written offer to the Charter School to provide certain services described in the District's written offer at a cost described in the written offer equal to the District Allocable Cost. The Charter School shall have fourteen days thereafter to accept the written offer by delivering a written acceptance to the District. Upon acceptance, the terms of the written offer shall become the terms upon which such services (the "Contracted Services") will be provided by the District.

D. Except as provided below, neither party may terminate or alter any understanding regarding the provision of any Contracted Services without the consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the District may unilaterally change the nature of the Contracted Services or the method of determining compensation payable for such services due to reasonable good faith concerns regarding increases in the costs of providing the Contracted Services occurring after the time of the original agreement, or regarding desirable changes in the nature of such services required by changes in applicable laws, rules or regulations. To the extent the District makes any such unilateral change, it shall provide the Charter School at least 60 days advance written notice of any proposed unilateral change in the terms of the contracted services. The Charter School may, within 30 days after receiving the notice, elect by written notice to the District to terminate the portion of the Contracted Services affected by the proposed unilateral change. Otherwise, the Charter School shall be deemed to have accepted the proposed unilateral change as of the proposed effective date.

E. If the Charter School is receiving technical support services from the District's Technology Services Department ("Tech Support") as a Contracted Service, the Charter School shall, to the extent practicable, keep computer systems eligible for Tech Support constantly connected to the District's network and laptops charging while not in use. At minimum, the Charter School shall cause any computer systems taken out of service to be powered on and connected to network at least once per month so they receive critical software, firmware, and mandatory security updates that become available periodically throughout the school year. In addition, the Charter School shall designate a member of its staff as its liaison to the District regarding Tech Support. The designated liaison shall be responsible for communications and coordination with the District regarding Tech Support, including, but not limited to, opening trouble tickets, scheduling Tech Support during summer months, and assuring that all JRCS computer systems will be available to the District for Tech Support at scheduled date(s) and time(s).

4.9 Transportation Services. The District shall not provide transportation services to or from the Charter School. Prior to the start of each school year during the term of this Agreement, the parties shall confer regarding any requested changes to the transportation plan of JRCS. The Charter School may, upon reasonable advance written notice to the District, elect to contract with a qualified transportation contractor, including the District's transportation contractor, to provide transportation services, and charge a reasonable transportation fee to its enrolled students to defray the cost of such contract. JRCS may use District activity buses to transport students for special events, field trips, or athletic activities sponsored by the Charter School upon the same terms that apply to other District schools desiring to utilize them, and at that the same mileage rate that District charges to other District schools. JRCS

understands and agrees that such buses are available on first come-first served basis, and that buses must be reserved at least two (2) weeks in advance, and that all individuals desiring to drive a District activity bus must satisfy all other District requirements applicable to such drivers, including achievement of a passing score on a CDE-approved driver test administered by the District.

4.10 Annual Financial Audit.

A. The Charter School shall maintain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations, and agrees to make such records available to the District upon request. During the term of this Agreement, the Charter School shall conduct an annual audit as required by law, which audit shall include a thorough review of its internal controls and processes, with detailed recommendations for any improvements or changes needed. The District may require that: (i) the Charter School's auditors render a separate audit opinion directly to the District and/or the District's auditors regarding the Charter School, or (ii) the District auditors conduct such additional audit of the Charter School as may be necessary for the District auditors to render a financial report on the District. The District and the Charter School shall cooperate in good faith to determine the audit approach that most efficiently meets the reporting needs of both parties. The Charter School's annual audit shall be conducted by a licensed auditor from CDE's approved list. The District may request that the Charter School use the same auditor as the District. The results of any audit of the Charter School shall be provided to the District in written form at such time as may be reasonably requested by the District in order to comply with statutory time limits required for audits of the District. JRCS shall also provide the District with their audited accounts annually to be included in the Finance Data Pipeline Submission, in a coordinated effort, in order to be monitored by CDE. JRCS shall be subject to an annual review as a result of this audit, by the District and/or CDE.

The results of the audit shall be published and posted as required by law. Any cost associated with the audit of the Charter School or the inclusion of the Charter School within the District's financial audit shall be borne by the Charter School.

B. The Charter School shall prepare the necessary financial statements and workpapers for audit by August 31 of the year following the fiscal year to be audited. The Charter School shall complete and submit to the District the audit work and final financial statements by September 30 of the year following the fiscal year to be audited.

C. Upon completion of the Charter School audit, the Charter School shall submit the audited information in CDE's required format to permit the District to meet its reporting obligations to CDE. CDE requires the submission of financial data for all school districts and charter schools in accordance with the Financial Policies & Procedures "Red Book." The Red Book utilizes different elements of the account number to categorize assets, liabilities, equity, revenues and expenditures in a consistent manner. The District is required to incorporate these account numbers, along with the fiscal year-end balance to the CDE upon completion of the audit. Accordingly, the Charter School is required to submit either a spreadsheet or an electronic file with this information, in the approved Red Book format, to the District by September 30 of the year following the fiscal year to be audited.

D. The Charter School shall provide its financial statements in the financial reporting format required by the Governmental Accounting Standards Board's pronouncements applicable for the fiscal year reported, and all such financial statements shall conform to Generally Accepted Accounting Principles (GAAP). Any costs associated with such statements shall be paid by the Charter School.

4.11 Miscellaneous Economic Provisions.

A. Single Assurance Form. Unless otherwise specifically agreed by the District, the Charter School shall comply with all provisions of the federal “Single Assurance Form.” The Charter School may be required to sign such a form if reasonably requested to do so by the District.

B. Bidding Requirements. Unless purchased from or through the District, contractual services and purchases of supplies, materials and equipment shall be procured through a system of competitive bidding, as required by Board policy unless a waiver is requested by the Charter School and granted by the Board.

C. Funding Disbursement Procedures. Provided it has reasonable cause to do so, the District may elect to implement reasonable “funding disbursement procedures” with respect to any loan disbursements, per student funding or other payments due from the District to the Charter School under this Agreement. The funding disbursement procedures may apply with respect to particular payments or all payments, and may be terminated and re-instituted from time to time. The funding disbursement procedures shall be such procedures as may be developed by the District from time to time, consistent with the following general principles: (i) the funding disbursement procedures may be similar to construction loan disbursement procedures used by construction lenders, (ii) the Charter School shall be required to submit written payment requests with supporting documentation showing the manner in which the funds will be spent in accordance with an approved Budget, (iii) the District may elect to make payments directly to third party providers of goods and services, and (iv) the District shall make prompt, timely payments to proper payees within a reasonable period of time after receiving the written request for disbursement. The parties acknowledge that it is their intention that these procedures would be implemented by the District only as a last resort after other efforts to resolve the problems have not been successful.

D. Bonding Requirements. As a condition of making any payment hereunder to the Charter School, the District may impose reasonable requirements on the Charter School for employees with disbursement authority to be bonded.

E. Restrictions on Ownership of Assets, Grants and Donations. The Charter School shall use its best efforts to cause all material assets used by the Charter School in its educational program to be owned in the name of JRCS unless not feasible for financing purposes because of the requirements of TABOR (as defined in Subparagraph 4.11 G.). If the Charter School elects to lease, finance or otherwise contract for any significant asset used in connection with its educational program, the Charter School shall use its best efforts to obtain rights of first refusal, purchase options, and/or cure rights, etc. for the benefit of both the Charter School and the District which protect the continued integrity of the JRCS educational program. Except with the District’s prior written consent, which shall not be unreasonably withheld, JRCS shall not enter into or execute any lease, contract, grant, donation, or other arrangement that contains terms or restrictions which hinder or impair the District’s ability to accept or receive an assignment of such arrangement from the Charter School, Unless otherwise expressly provided by a donor or grantor in connection with the making of a gift, grant, or other donation, the parties agree that all gifts, grants and other donations to the Charter School shall be presumed to be without any restriction hindering return of such donation to the District upon termination and dissolution of the Charter School pursuant to Paragraph 8.3 of this Agreement.

F. Provisions Applicable to Indigent Students. Unless expressly waived, the Charter School shall comply with applicable laws, rules, regulations and policies regarding indigent students, including waiver or reduction of fees. The Charter School shall survey its student population for eligibility for free and reduced lunches under federal guidelines, and shall cooperate with the District in obtaining such

information and providing it to the District. In the event JRCS elects to provide meals to students, it shall waive or reduce charges for meals to indigent students to the extent required by applicable laws, rules, regulations or policies. However, JRCS shall have no obligation to participate in the National School Lunch Program or enter into any contract or other arrangement with a federally qualified school food authority to allow such participation, and the District shall have no obligation to facilitate or sponsor such participation.

G. Compliance With TABOR and Other Legal Requirements. The Charter School shall comply with the provisions of Article X, Paragraph 20, Paragraph 4(b) of the Colorado Constitution (“TABOR”) and all other applicable laws and regulations regarding financial matters. JRCS shall not have any power or 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 unless JRCS has adequate cash reserves pledged irrevocably and held for payments of such debt or obligation in all future fiscal years. The parties acknowledge that it is their intention that the Charter School shall be treated as a separate entity from the District for purposes of applying these provisions. Nevertheless; to the extent that the District reasonably determines that the District’s compliance with TABOR or other financial laws and regulations may be affected by the Charter School or this Agreement, the Charter School shall work cooperatively with the District to mitigate any resulting adverse impact to the District. If the District reasonably determines that TABOR requires the Charter School to maintain an emergency reserve, the District may require that the Charter School maintain an emergency reserve in accordance with the terms of TABOR.

H. Bank Accounts and Other Investments. All funds of the Charter School shall be deposited or invested only in such bank accounts or other investments as shall comply with all applicable laws, rules and regulations, and the Charter School shall promptly notify the District of all accounts or investments in which Charter School funds will be placed.

4.12 Reporting and Review Requirements.

A. Planning Process. Unless specifically waived by the State Board, the Charter School shall comply with all requirements of state law for a goal setting and planning process, including, without limitation, the establishment of annual goals and objectives, the establishment of a Unified Improvement Plan (UIP), the creation and involvement of an accountability committee, and publication of an annual report to the public to be presented at a District School Board meeting. The Charter School’s accountability committee (“SAC”) shall report to the District’s Accountability Committee (“DAC”) to the same extent and in the same format as other District schools.

B. Quarterly Reports. The Charter School shall submit to the District, within ten (10) days following the end of each quarter of the Charter School’s fiscal year during the term of this Agreement, a written revenue and expenditure report and cash flow report for the Charter School, which reports shall contain estimated projections and comparisons to the Final Adopted Budget for presentation to the Board at the latter’s monthly business meeting. The Charter School shall also promptly provide any reports to the District, as necessary, to permit the District to meet its reporting obligations to the CDE, including, without limitation, the CDE-3 report. The Charter School shall comply with the requirements of the Financial Transparency Act by either posting required information on its own website or providing such information on a timely basis to the District for posting on the District’s website.

C. Annual Reports.

1. The Charter School shall provide the District with a Unified Improvement Plan in a form in compliance with applicable law. The UIP for each school year shall be

submitted to the District's Director of Assessment on or before the date such plans are due in accordance with applicable CDE rules and regulations.

2. Upon request by the District, the Charter School shall, within sixty (60) days following JRCS' last student contact day of each Contract Year, submit a written annual report to the Board summarizing, in a format reasonably acceptable to the District, the current status of all facets of its operations to include, but not be limited to, the Charter School's finances and programs. To the extent requested by the District, the Charter School shall present the contents of its report at a regular or special meeting of the Board.

D. Format. All reports to be made by the Charter School to the District under the terms of this Agreement shall include such data and shall be in such format as may be reasonably requested by the District from time to time and shall be consistent with any applicable requirements as may be established by CDE or otherwise under applicable law.

E. Renewal Review. If at any time the Charter School requests a renewal of its charter beyond the current term of this Agreement, the Charter School shall submit a renewal application as provided by law. In accordance with C.R.S. §22-30.5-110, the District shall adopt and revise as necessary procedures and timelines for the charter-renewal process, in conformance with the requirements of Part 1 of the Act. The District shall provide to the Charter Schools a copy of such charter renewal procedures and timelines and any revisions thereto, in sufficient time to allow JRCS to become familiar with the process and timelines and to timely complete such renewal application, but no later than August 1st of the Contract Year in which a renewal application is due.

F. Third Party Administrative Audit. If the District has reasonable good faith concerns regarding the operation of the Charter School, the District may initiate a third party audit of the finances and operation of the Charter School by giving written notice to the Charter School. Such an audit shall be initiated no more often than twice during the term of this Agreement. The audit shall be conducted by a qualified, independent third party, agreed upon by the District and the Charter School, or if the parties are unable to agree within 14 days, by a party selected by CDE. The audit shall conclude in a written report to the District and the Charter School indicating the status of the Charter School's compliance with laws, rules, policies, and sound educational practices, except to the extent such laws, rules, and policies may have been waived.

G. Information and Inspection Rights. Upon reasonable request by the District and in all events upon termination of this Agreement, subject to Paragraph 2.9 above, the Charter School shall promptly provide information to the District and shall promptly give the District access to the Charter School's facilities, assets, books and other records, as may be necessary for the District to audit the finances of the Charter School or otherwise to monitor compliance with this Agreement.

4.13 Prohibition of Private Financial Gain; Conflicts of Interest. All funds and assets held by the Charter School are public funds and shall be spent or used only in furtherance of the public educational purposes permitted for public schools under Colorado law. Officers and directors of JRCS shall at all times comply with Paragraph 2.6 above.

4.14 Right of Setoff. The District may deduct and setoff against any payment due from the District to the Charter School hereunder any amount due from the Charter School to the District under this Agreement, any other agreement or otherwise.

4.15 General Limitations on District and Charter School Obligations. Any financial commitment of the District arising out of this Agreement is subject to annual appropriation by the Board.

This Agreement is not intended to create a multiple fiscal year debt or other obligation, and the District's obligations hereunder shall be construed so as to avoid creation of a multiple fiscal year debt or other obligation under the terms of Article X, Paragraph 20 of the Colorado Constitution. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding JRCS or for providing services described herein for the entire term of this Agreement. Additionally, any financial obligations on the part of the Charter School arising under this Agreement are subject to annual appropriation by JRCS, and the Charter School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Agreement for any subsequent fiscal year during the term of this Agreement.

4.16 Withholding of Monthly Payments. In the event JRCS fails to submit financial statements, submissions and reports, including audit work and reports, by the applicable due dates specified in Paragraphs 4.9 and 4.11 above, and such failure continues after written notice of such failure is given by the District to JRCS, the District may, in accordance with section 22-30.5-105(2)(c)(4) and 112(8), C.R.S., withhold up to ten percent (10%) of each subsequent monthly installment becoming due and payable to JRCS pursuant to Paragraph 4.1 A. above until such documents are filed with the District. Such withholding, which shall be in addition to and not in lieu of any other right or remedy the District may have under this Agreement or the Act on account of such failure, may continue only until such time as the Charter School complies with such financial reporting requirements.

ARTICLE 5

RISK MANAGEMENT

5.1 General. To the extent possible, the Charter School shall be organized and operated in such a manner as to eliminate any liability to the District for the actions and activities of the Charter School or its directors, officers, agents and employees.

5.2 Insurance.

A. The Charter School shall inform the District's risk management office of all risk related activities. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the District in the defense of any claims and complying with the defense and reimbursement provisions of the CGIA and the applicable insurance policies. Regardless of whether the Charter School is insured through the District, the Charter School shall give the District prompt written notice of each legal claim made against the Charter School. Similarly, the District shall promptly notify the Charter School in writing of any claim against the Charter School or the District arising out of or relating to the Charter School and shall cooperate fully with the Charter School in the defense of any claims. Neither the Charter School nor the District shall compromise, settle, negotiate or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured by or through the other party without the approval of the other party.

B. Without the District's written approval: (i) the Charter School shall neither compromise, settle, negotiate or otherwise affect any disposition of potential claims asserted against it, to the extent such claims are insured by or through the District; and (ii) the Charter School shall not compromise or settle a claim with respect to which either the District has a right to approve settlements or with respect to which the Charter School has failed to properly notify the District of the claim.

C. Except as expressly provided herein, the Charter School shall be responsible for its own insurance. The Charter School shall obtain and keep in force during the term of this Agreement, for the protection of the District and the Charter School and their respective officers, directors, employees, student teachers and volunteers, insurance adequate to cover all operations of the Charter School. Unless

otherwise agreed by the District, the types and amounts of coverage shall be comparable to the coverage maintained by the District, and shall include, without limitation, general liability insurance coverage in at least the amount of \$2 million general liability for bodily injury (comprehensive form); \$1 million general liability for property damage (broad form including comprehensive crime coverage); employer's liability and workers' compensation insurance; public school employees' blanket bond; and school leaders' errors and omissions in at least the amount of \$1 million per occurrence and \$5 million aggregate. Further, if reasonably requested by the District, the Charter School shall also purchase and maintain international travel liability; field trip and high risk accident insurance; motor vehicle and bus liability; and individual public official bonds.

D. The District may impose such other reasonable insurance requirements on the insurance coverage for the Charter School from time to time as may be necessary to avoid a material adverse impact on the insurance coverage for the District resulting from the Charter School but shall provide at least ninety (90) days' prior notice before implementing such new insurance requirements unless required by law to be implemented sooner. All insurance obtained by the Charter School shall be issued by an insurance carrier or insurer authorized to do business in the State of Colorado with a rating of A- or better in Best's Insurance Guide (latest edition), or have a Best's Financial Rating of at least XV. Unless otherwise expressly provided herein or as may be agreed in writing by the District, all Charter School insurance coverage shall be primary insurance, with standard level deductibles or SIR's which are outside the policy limits. Any significant deductibles or SIR's in the insurance maintained by the Charter School must be approved by the District. The insurance maintained by the Charter School shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty days prior written notice to the District. The Charter School shall furnish the District with certified copies of the Charter School's insurance which name the District as additional insured and which demonstrate compliance with this Agreement. The Charter School acknowledges that a failure to comply with these provisions regarding insurance, including, without limitation, a cancellation of insurance without replacement thereof, constitutes grounds upon which the District may elect to terminate this Agreement.

E. If the Charter School maintains claims made insurance, the Charter School shall establish and maintain a reserve sufficient to fund the purchase of discovery or tail insurance with respect to such insurance. Unless otherwise agreed by the District and the Charter School, this required reserve amount shall be determined in good faith by the District and shall be funded by the Charter School pro rata over the first year of this Agreement, and shall thereafter be maintained at an adequate level. If the District has reasonable good faith concerns regarding the financial status of the Charter School, the District may require that such reserve be escrowed with the District.

5.3 Legal Representation and Costs.

A. Except as expressly provided herein, the Charter School shall be responsible for its own legal representation and legal costs. The District shall not be obligated to provide any legal representation to, or to pay any legal costs of, the Charter School, except to the extent expressly provided in connection with insurance coverage provided by the District to the Charter School.

B. Notwithstanding the foregoing, if the District has reasonable, good faith concerns regarding the financial exposure to the District for potential or asserted legal claims against the Charter School, or if the District becomes or is made a party to any proceeding or legal action involving the Charter School, the District may elect to provide legal services to the Charter School, including, without limitation, for defense of suits, actions, hearings and appeals. The District and the Charter School shall negotiate in good faith regarding the appropriate sharing of any costs of such services in accordance with the benefits of such services.

C. The Charter School shall fully cooperate with legal counsel for the District in connection with the investigation or defense of any actual or potential legal claim against the Charter School or the District which arises from or is any way related to the operation of the Charter School.

D. To the extent specified in Exhibit B, the District shall be responsible for the defense of matters arising from special education and related services provided to Charter School Students eligible for same under the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et. seq.*, the Colorado Exceptional Children’s Educational Act, 22-20-101, *et. seq.* C.R.S., and associated state and federal regulations. The Charter School shall cause its administrators and staff members to fully cooperate with the District and its legal counsel in connection with such matters.

5.4 Indemnification.

A. Except as otherwise specifically provided in Paragraph 5.3 D. and Exhibit B (R), each party shall be responsible for the negligent or willful action or inaction of its respective employees, officers, directors, subcontractors or agents (collectively, its “representatives”). For this purpose, the District shall not be responsible for the negligent or willful action or inaction of the employees, officers, directors, subcontractors or agents of the Charter School, and the Charter School shall not be responsible for the negligent or willful action or inaction of the employees, officers, directors, subcontractors or agents of the District. Accordingly, to the extent permitted by law, the District agrees to defend, indemnify and hold JRCS (and its representatives) harmless from all liability, costs (including, without limitation, reasonable attorneys’ fees and court costs) damages, or losses of every kind and character that JRCS may sustain to a third party arising out of in connection with any claim or demand on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, that is caused by the District’s own negligence or willful action or inaction, or that of its officers, directors, employees, subcontractors or agents, that is related to the operation of the Charter School, and that is not covered by insurance or otherwise barred by the CGIA. Reciprocally, to the extent permitted by law, JRCS agrees to defend, indemnify and hold the District (and its representatives) harmless from all liability, costs (including, without limitation, reasonable attorneys’ fees and court costs) damages, or losses of every kind and character that the District may sustain to a third party arising out of in connection with any claim or demand on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, that is caused by JRCS’s own negligence or willful action or inaction, or that of its officers, directors, employees, subcontractors or agents, that is related to the operation of the Charter School and that is not covered by insurance or otherwise barred by the CGIA.

B. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to any of the parties under the CGIA.

5.5 Vending Contracts. The Charter School agrees that the District shall have the exclusive right to enter into a District-wide exclusive vending contract which includes the Charter School location. The Charter School shall not enter into any contract inconsistent with these District rights. If the District enters into a vending contract that includes the Charter School location, the Charter School shall be entitled to receive an equitable share of the commission revenues payable with respect to placement of vending machines in the District and properly allocable to the Charter School, as determined in good faith by the District. The District shall give good faith advance consideration to any input offered by the Charter School with respect to the structure or terms of the vending contract, and with respect to whether vending machines should be placed at the Charter School.

5.6 Indemnification by Independent Entities/Governmental Immunity. In the event JRCS authorizes, with the District's approval, another person or entity to operate a before and/or after school, pre-school, day care, intersession, extended day kindergarten or other program within JRCS's facility, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the District policies and naming JRCS, the District and the property owner as additional insureds. Such person or entity will also agree to indemnify and hold JRCS, the District and the property owner harmless from and against 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, 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 Agreement shall be deemed a relinquishment or waiver by the District or JRCS of any kind of applicable limitations of liability provided by the CGIA or other applicable law.

ARTICLE 6

RELEASE/WAIVER OF STATE MANDATES AND DISTRICT POLICIES

6.1 No Release Not Otherwise Stated. The Charter School shall comply with all applicable federal and local law, rules and regulations. Except as expressly waived by the State Board, the Charter School shall comply with all applicable Colorado laws, rules and regulations. Except as set forth herein or as may be subsequently set forth in a written agreement between the Charter School and the District, the Charter School shall comply with all applicable District rules, regulations and policies that may exist from time to time. To the extent that any Charter School policy or procedure adopted or implemented by the JRCS Board conflicts with any applicable Board policy or regulation that has not been waived by the District pursuant to this Article 6, the Charter School shall comply with the applicable Board policy or regulation as controlling.

6.2 Release From State Mandates. The District and the Charter School shall jointly cooperate in good faith to seek waivers from the State Board exempting the Charter School from operation of the following state laws, rules and regulations, unless such waivers have previously been approved or denied by the State Board, including:

A. The portion of the state laws and regulations which may prohibit the Board from delegating its powers and responsibilities to the Charter School with respect to discipline matters relating to the Charter School Students.

B. Any portion of the state laws and regulations which could be interpreted to: (i) require that the District give employment or reemployment credit to any employee of the Charter School not hired by the District, (ii) grant probationary credit or other employment credit to a District employee for time spent working at the Charter School, or (iii) preclude the District from initiating termination of the employment with the District based on conduct during the period of employment in the Charter School.

C. The state laws and/or rules that are automatically waived for charter schools pursuant to section 22-30.5-104(6)(b), C.R.S., and CDE's Rules for the Administration of the Waiver of Statute and Rule, 2217-R-3.06, 1 C.C.R. 301-35.

6.3 Release From District Policies. In addition to the other waivers of District policies expressly provided for in this Agreement, the District hereby agrees to waive the policies of the Board set forth in Paragraphs B (School Board Governance and Operation) and G (Personnel) thereof with respect to the Charter School, subject to all other terms and conditions of this Agreement. In addition, the District shall also grant a waiver of Board Policy DH (Bonded Employees and Officers) with respect to the Charter School, provided that JRCS Board adopts, a replacement policy regarding bonding of employees

and officers that meets or exceeds the requirements of section 22-32-109(1)(h), C.R.S. JRCS shall provide the District with a reasonable opportunity to review and comment on such replacement bonding policy prior to its adoption by the JRCS Board. Additional waivers of District policies may be requested as provided in this Agreement or in District policy. The District shall exercise good faith when adopting future District policies, procedures, rules and regulations and shall give the Charter School notice of any such policy, procedure, rule or regulation that may materially conflict with the Charter School educational program.

6.4 Process for Future Waivers. From time to time, the Charter School may determine that other waivers are desirable to enable the Charter School to efficiently and effectively achieve its mission. Additional waivers from specific Board policies or regulations and/or state laws or regulations may be requested by the Charter School by submitting such a request, in writing, to the District's Superintendent. The request shall include the reasons why the Charter School is in need of or desires the waiver. The Superintendent shall have a reasonable period of time not less than ten (10) school days to review the request and, thereafter, will present the matter to the Board at its next regular meeting. The reasonable period of time may exceed ten (10) school days if reasonably necessary to allow for input from insurers, CSEA or other outside parties, or if necessary to properly evaluate the waiver request. The Board shall consider the matter in accordance with its regular procedures for taking action. Waivers of Board policies and regulations may be granted only to the extent permitted by state law. In the event the District policy or regulation from which the Charter School seeks a waiver is required by state law, or where the Charter School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the Board first approves the request.

6.5 Effect of Replacement Policies and Other Commitments. Unless the District gives the Charter School express written notice otherwise, any alternative policies or procedures, and any other representations or other commitments made to the State Board or the District in connection with any requested waiver of a law, regulation or policy in connection with the Charter School shall automatically be incorporated herein as an amendment to the Agreement and shall constitute an obligation of the Charter School that may be enforced by the District.

6.6 District Charter Policies. Unless otherwise waived as provided in Paragraph 6.5 above, the Charter School agrees to comply with all policies and procedures (the "District Charter Policies") applicable to charter schools of the District which may be adopted by the Board from time to time for the purpose of improving education in the District.

ARTICLE 7

EMPLOYMENT MATTERS

7.1 Hiring of Personnel.

A. Except with respect to contracted services provided to the Charter School by the District or as otherwise expressly agreed in writing by the District, all persons who perform services for the Charter School shall be considered employees, contractors or volunteers of JRCS and shall not be considered employees, contractors or volunteers of the District. All persons who are employed to perform services for the Charter School shall be "at-will" or contracted employees of the Charter School, and not employees or agents of the District for any purpose. This Agreement is not intended to and shall not be construed to create a joint-employer relationship between the District and the Charter School.

B. Conditional upon the waivers described in Article 6 above, the District agrees that the Charter School may select its personnel directly without prior authorization from the District. However, notwithstanding the above, all hiring shall be subject to compliance with all federal and state rules and

regulations, including, without limitation, any applicable requirements for the qualifications, licensing, authorization or certification of Charter School faculty and instructional staff, as well as requirements concerning the recruitment of applicants and the use of background and criminal checks and fingerprinting, unless a specific waiver is obtained from the State Board or other proper authority. Specifically JRCS shall comply with the requirements of section 22-30.5-110.5, C.R.S. and section 22-30.5-110.7, C.R.S. with respect to all employees and applicants or candidates for employment.

7.2 Employee Compensation, Evaluation and Discipline.

A. The District agrees to waive all Board policies and regulations concerning the compensation, evaluation, promotion, discipline and termination of the employment of Charter School employees subject to compliance with all applicable laws, rules and regulations. This waiver is conditional upon the Charter School complying with the alternative employment policies and procedures set forth in the Application or such other alternative employment procedures as may be agreed upon between the District and the Charter School in writing. The Charter School may amend or supplement its employment policies and procedures, provided that such amended or supplemental policies and procedures are in compliance with federal and state law and are in accord with the terms and conditions of this Agreement. JRCS shall provide the District with a reasonable opportunity to review and comment upon any proposed addition or amendment to the Charter School's employment policies and procedures prior to the adoption or implementation of such additions or amendments by the JRCS Board.

B. Except as otherwise expressly provided herein, JRCS and the JRCS Board shall be fully responsible for the supervision and evaluation of all employees of the Charter School. The JRCS Board shall be responsible for evaluating the performance of the Charter School's administrator on an annual basis. The written results or report of such evaluation shall be completed on or before July 1 following each Contract Year. JRCS shall give the District's Executive Director of Human Resources written notice of such evaluation and an opportunity to make recommendations to the JRCS Board concerning such officer, including any deficiencies, areas for growth, improvement, or remediation. However, JRCS may accept or reject such recommendations in determining the content of the administrator's evaluation and the terms and conditions of the administrator's employment.

7.3 Dismissal of Employees.

A. The Charter School may terminate the employment of any Charter School employee, so long as such termination is otherwise permitted by law.

B. The Charter School shall provide the District's Executive Director of Human Resources with prompt written notice of information regarding any District employee working in the Charter School, including any teacher employed by the Charter School who is on a leave of absence from the District pursuant to the Act, who may have been convicted of, pled guilty to, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, or may have otherwise engaged in conduct that endangers the health, safety or welfare of students. If any such teacher is dismissed or resigns as a result of any such alleged conduct or occurrence, the District may also elect to terminate the teacher's employment with the District on the basis of performance with the Charter School. The Charter School shall fully cooperate with the District in connection with the District's efforts to terminate the employee, including, without limitation, granting the District access to the Charter School's personnel records and providing such testimony as may be required in connection with such termination. JRCS shall require all teachers it employs who are on a leave of absence from the District pursuant to the Act to provide JRCS with prior authorization to the District to review and obtain copies of any and all personnel records and information regarding such employee while employed by the Charter School.

7.4 General Employment Terms.

A. Employee Benefits Generally. Unless otherwise expressly provided by District policy, no Charter School employee shall be entitled to participate in the District's benefit plans.

B. PERA Membership. All Charter School employees shall be members of the Public Employee's Retirement Association ("PERA") and subject to its requirements. The Charter School shall be responsible for all costs associated with employee participation in PERA. The Charter School shall comply with all laws, rules and regulations applicable to participation in PERA. The District shall have no responsibility or obligation for failure of the Charter School to comply with PERA requirements.

C. Carryover Benefits. Unless otherwise expressly agreed between the Charter School and the District, the District shall have no obligation to honor sick leave, vacation leave, or other benefits accrued by an employee attributable to time spent working in the Charter School and the Charter School shall have no obligation to honor sick leave, vacation leave, or other benefits accrued by an employee attributable to time spent working in the District and not in the Charter School.

7.5 General Compliance With Employment Requirements. Unless otherwise expressly provided herein or pursuant to appropriate waivers:

A. Employee Welfare and Safety. The Charter School shall comply with all Board 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.

B. Employee Records. The Charter School shall comply with all Board policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Act, §24-72-204, *et seq.*, C.R.S. Unless otherwise expressly agreed by the District or as provided in this Agreement or under applicable law, the Charter School shall not be entitled to access to personnel files of District employees. Except as reasonably necessary to investigate or defend actual or potential claims (see Paragraph 5.3(C) above) or to perform services to the Charter School as provided in this Agreement, the District shall not be entitled to access to personnel files of Charter School employees, whether or not on leave of absence from the District, unless otherwise agreed by the parties or required by law.

C. Employee Conflicts of Interest. All Charter School employees shall comply with Board policies and regulations, and applicable state law, concerning employee actual and potential conflicts of interest. The Charter School shall not place an employee under the direct supervision of, nor shall an employee be evaluated by, a member of the employee's immediate family.

D. Nondiscrimination. The Charter School shall not unlawfully discriminate against any employee on the basis of race, creed, color, sex, sexual orientation, national origin, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

7.6 Consultation with District. Notwithstanding any other provision of this Agreement, JRCS may, and upon written request of the District shall, consult with the District administration in connection with specific Charter School matters involving the employment, discipline or termination of employees to ensure to the greatest extent practicable that any action or inaction will not have adverse consequences for the Charter School, the District, or their respective officers, directors, employees or agents. However, neither party shall be required to follow or be bound by any recommendation, action or decision of the other party with respect to such matters.

7.7 Reporting Requirements. Upon written request, JRCS shall provide any and all information and data regarding its employees, in such form as the District shall specify, as necessary for the District to complete and submit required reports to CDE or other state or federal agencies. In the event JRCS fails to supply information or data requested pursuant to this Paragraph within twenty (20) days of the date of the request, the District may, in addition to and not in lieu of exercise any other right or remedy the District may have under this Agreement or the Act on account of such failure, may suspend and withhold any or all District services purchased by JRCS pursuant to Section II of Exhibit D of this Agreement, without credit or reduction of any amounts due or to become due for such services, until such time as the Charter School complies with such request.

ARTICLE 8

TERM AND TERMINATION

8.1 Term. The term of this Agreement shall commence as of the Effective Date, and expire on June 30, 2020 unless earlier terminated or extended as provided herein. Each fiscal year period beginning July 1 and ending each June 30 during the term of this Agreement shall be considered a “Contract Year.” The first Contract Year shall commence on July 1, 2017. Renewal of this Agreement and the charter granted hereby may be sought by JRCS in accordance with the Act and Paragraph 4.12 E. above.

8.2 Extension of Term. If during any Contract Year during the term of this Agreement CDE provides the District with written notice that JRCS has achieved an accreditation status from the State Board that does not require a “Priority Improvement” or “Turnaround” plan and is no longer placed on the Accountability Clock, the term of this Agreement shall automatically be extended for a two (2) year period commencing on July 1, 2020 and expiring on June 30, 2022, unless earlier terminated as provided herein.

8.3 Termination.

A. Charter School Termination Rights. This Agreement may be terminated by the Charter School prior to the end of its term only with the written approval of the Board.

B. Termination by the District. This Agreement may, subject to the provisions of Subparagraph 8.3 D. below, be terminated, and the charter granted herein revoked, by the Board by written notice to JRCS at any time for any one or more of the following reasons:

1. if the Board determines that the Charter School or JRCS Board committed a material violation of any of the conditions, standards, or procedures set forth in the Application;
2. if the Board determines that the Charter School or the JRCS Board failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in Exhibit A, this Agreement, the Accreditation process or in the event the Charter School is non-accredited by CDE;
3. if the Board determines that the Charter School or the JRCS Board failed to meet generally accepted standards of fiscal management;
4. if the Board determines that the Charter School violated any provision of law from which the Charter School was not specifically exempted;

5. if any other grounds exist for termination of a Charter School as may be now or subsequently provided in C.R.S. §§ 22-30.5-110(3) and (4) or other applicable law;
6. if the Charter School otherwise materially breaches any of the terms and conditions of this Agreement;
7. if the Charter School ceases operations for any reason, or if the nonprofit corporation established pursuant to Paragraph 2.1(E) above is finally dissolved or becomes insolvent, or shall make a transfer in fraud or creditors, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed for all or substantially all of the assets of the Charter School.
8. if JRCS is unable to occupy or possess the Site or its right to do so expires or is abandoned or terminated, and the Board determines that JRCS has failed to secure a suitable temporary or permanent alternative site for the Charter School.
9. if the Charter School incurs a Budget Revenue Shortfall, and the District reasonably determines that the Budget Revenue Shortfall will have a material adverse effect on the Charter School's educational program.

C. Other Termination Procedures. Notwithstanding the foregoing, each party shall use their good faith best efforts to avoid a termination of the Agreement which becomes effective during the middle of a school year, or while the Charter School is timely pursuing any first appeal to the State Board of Education, because of the potential for disruption to the educational program and the students. Therefore, in the event this Agreement is terminated by either party prior to the end of the term specified in Paragraph 8.1 or Paragraph 8.2 of this Agreement upon grounds other than as specified in Paragraph 8.2 B. 7. or 8., the termination shall not be effective until the date of the last to occur of the following events, but in no event shall such termination date occur more than 180 days following the date written notice of termination is given:

1. The issuance of a final decision by the State Board in connection with a first appeal to such body that is either pending at the time the notice of termination is given or that is timely filed to challenge such termination.
2. The end of the school year in progress at the time the notice of termination is given.

In the event of a termination of this Agreement for any reason, each party agrees to cooperate in good faith to provide reasonable assistance to the other party in the transition of the Charter School educational program back to the District for a period of up to ninety (90) days after the effective date of the termination. The District's protective rights under paragraph E, below, may be exercised during any period in which the effective date of termination is being deferred or delayed pursuant to this subparagraph.

D. Charter School Cure Rights. Notwithstanding Subparagraph 8.3 B. above, prior to terminating this Agreement for any reason other than as specified in subparagraph 8.2 B. 7., the District shall give the Charter School advance written notice of the breach of this Agreement or other grounds for termination, and shall give JRCS at least thirty (30) days to cure the breach or otherwise remediate the grounds for termination or reach an agreement with the District regarding a plan of cure or remediation within such time frame and to commence to cure the same and work diligently to do so, if such breach

requires more than 30 days to cure. If the breach or other grounds for termination is not cured or remediated within the time period specified by the District in the notice of breach or plan of cure or remediation, then the District may terminate the Agreement in accordance with the applicable subparagraph of Paragraph 8.2 B. This Paragraph shall not apply if the Board reasonably determines that termination without opportunity for cure is necessary to protect the health, welfare or safety of students, staff or the public, or to protect the District from significant additional financial risk or liability.

E. Protective Rights in Connection With Charter School Breach.

1. During the period after the District gives the Charter School written notice of a termination or a material breach, in addition to any other rights of the District in this Agreement, the District shall also have the following additional right and power to (i) require the Charter School to promptly take such actions as may be necessary to freeze bank accounts and other assets of the Charter School and/or to require District approval of any expenditure or disposition of assets; and (ii) receive full and complete access to all Charter School records, data and information.
2. Further, in the event of a material breach of this Agreement by JRCS, the District may, but shall not be required to, take immediate control of the Charter School and exercise any portion or all power and authority of the JRCS Board for such period of time as may be necessary to protect and preserve the property rights and assets of the District or the Charter School or assure the health, safety and welfare of students, staff and others involved with the Charter School. These additional rights of the District shall continue during the pendency of any dispute resolution process with respect to the breach.
3. The parties acknowledge that the District's rights to take control of the Charter School under the preceding paragraph shall be in addition to the District's right to seek relief under Charter School Emergency Powers Act, section 22-30.5-701 *et seq.*, C.R.S. ("CSEPA") as provided in Paragraph 8.7 below, and shall be construed to grant the District only that authority to exercise emergency powers that is consistent with CSEPA, and shall not authorize or permit the District to take any action that a fiduciary would not be authorized or permitted to take pursuant to a temporary or preliminary order issued pursuant to CSEPA. The parties further acknowledge and agree that such rights may be exercised by the District only as a last resort when lesser measures to resolve the problems are not practicable or have not been successful. Further, the parties agree that the primary objective of the exercise of these additional rights would be to ensure the safety and stability of the Charter School and its educational program for the benefit of all.
4. Further, if the District elects to implement these rights, upon request by the Charter School the Board shall meet no later than one week after such request to review the appropriateness of such action. These additional rights of the District shall continue during the pendency of any dispute resolution process with respect to the breach.

F. Survival. Upon termination of this Agreement, neither party shall have any rights or obligations hereunder, except that Paragraphs (or Subparagraphs) 2.9, 3.10 B., 3.10 C., 4.11 H., 4.12 F.,

4.12 G, 4.13, 4.14, 5.2 A., 5.2 B., 5.2 E., 5.3 C. 5.3 D., 5.4, 7.4 B., 7.7, 8.3 C., 8.3 E., 8.4, 8.5, 8.6 and 8.7 shall survive termination of this Agreement.

8.4 Termination and Dissolution.

A. If this Agreement is terminated and/or the Charter School is dissolved for any reason, all unexpended funds, supplies, textbooks, media resources, equipment, and other assets owned by the Charter School shall be promptly transferred to the District without charge except that:

1. The Charter School shall first be permitted to apply any remaining assets of the Charter School to the valid outstanding debts and obligations of the Charter School; provided that prior to disposition of any such assets the Charter School shall first offer the District a first right of refusal to purchase or rent such assets at a fair market or rental value determined pursuant to the agreement of the parties, or if they cannot agree, at the value determined pursuant to the dispute resolution procedures described herein.
2. The District expressly acknowledges that its right to receive a return of such assets shall be subject to any rights or restrictions of vendors, grantors or donors of such assets to the Charter School, and to the valid liens or security interests held by third parties in such assets. Unless a donor or grantor specifically provides otherwise in writing that the gift or donation shall be returned upon termination of the Charter School, all gifts, donations and grants shall be assumed to be made to the Charter School and shall be included among the assets returned to the District upon termination of this Agreement.
3. The District shall not be required to accept the transfer of any asset back to the District that the District determines is not in the best interests of the District. Should the District decline to accept any assets of the Charter School, they shall, in accordance with the Articles, be transferred to another charter school, or to another entity that is qualified as tax-exempt pursuant to Section 501(c)(3) of the Internal Revenue Code.

8.5 Windup of Charter School. If the Charter School should cease operations for whatever reason, including the non-renewal or revocation of the Charter, the District may at its option elect to, but shall not be required to, supervise or conduct directly the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the District under this Agreement. The District's authority in connection with the winding up of the Charter School shall include, without limitation, the power to direct payment of the expenses and liabilities of the Charter School out of the remaining assets of the Charter School, the power to sell, transfer, or otherwise dispose of the assets of the Charter School (subject, however to the rights of creditors as provided by law, if any), and to apply any proceeds therefrom to the expenses and liabilities of the Charter School, and the power to return any remaining assets of the Charter School to the District, subject to the restrictions of this Paragraph 8.5. The 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 JRCS during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of JRCS shall be returned to the District, unless the District elects not to accept them.

8.6 All Available Remedies. Except as expressly otherwise provided in this Agreement, each party shall be liable to the other party for any remedies available in law or in equity on account of any material breach of the provisions of this Agreement.

8.7 Emergency Powers. Notwithstanding any other provision of this Agreement, and regardless of whether the Charter School has breached this Agreement, if at any time during the operation of the Charter School the District determines, in its sole but reasonable discretion, that an emergency has arisen that presents a significant threat to the health or safety of the students, staff, or other individuals involved with the Charter School, or that presents a significant threat to substantial property rights of the District or to the Charter School's solvency, the District may, but shall not be required to, apply to the state commissioner of education for an order placing certain JRCS functions or management organization under external control or for an order of reorganization pursuant to the Charter School Emergency Powers Act, section 22-30.5-701 *et seq.*, C.R.S.

8.8 District Violations of Law or this Agreement. If the Charter School believes that the District has violated any provision of this Agreement or applicable law, the Charter School may initiate dispute resolution procedures in accordance with Article 9 below, or the dispute resolution procedures set forth in the Act, whichever is applicable.

ARTICLE 9 **DISPUTE RESOLUTION**

9.1 Mandatory Mediation. In the event any dispute arises between the District and the Charter School concerning this Agreement which is not governed by §22-30.5-107.5 or 108, C.R.S., such dispute shall first be submitted to the Superintendent of the District or his/her designee for review. Thereafter, representatives of the District and the Charter School 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 within 30 days of written notice of the dispute, the parties shall engage in non-binding mediation in Grand Junction, Colorado before a neutral mediator selected by agreement of the parties. The mediation shall be scheduled and concluded within sixty (60) days of selection of the mediator. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. The cost of the mediation, including the fees of the mediator, shall be split equally between the parties. If at the conclusion of the mediation the dispute is not resolved, either party may then pursue such additional remedies as may be provided by law. The mediator shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.

9.2 Jurisdiction and Venue. No court shall have subject matter jurisdiction over any claim to which Paragraph 9.1 applies until and unless the parties have first participated in mediation as provided in said paragraph, and the mediator certifies in writing that the parties are unable to resolve the dispute by mediation. In the event any claim or dispute concerning this Agreement is attempted to be resolved in any court by either party, the venue of such matter shall only be in Mesa County, Colorado.

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

10.1 Entire Agreement. This Agreement, with all attached exhibits, 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 agreements, representations, understandings and discussions are merged herein and superseded and canceled by this Agreement.

10.2 Communications Issues.

A. Neither the Charter School nor the District shall make or release any public statement in any form regarding a comparison of relative educational costs between the Charter School and the District or regarding a comparison of the relative achievement of educational goals (e.g., student achievement, graduation rates, etc.) between the Charter School and the District without the consent of the other party, which consent shall not be unreasonably withheld.

B. To the extent practical, the Charter School and the District shall cooperate in good faith in connection with any public statement regarding the Charter School. Each party shall promptly notify the other party of any release or other public statement in any form which includes a comparison of the cost, achievement or performance of the Charter School with the District. In addition, the Charter School shall use its best efforts to promptly provide the District with copies of any other substantial release or other public statement regarding the Charter School.

C. The foregoing restrictions on communication shall not apply: (i) to the extent that any such public statement is required to be made in accordance with applicable law, or (ii) in the case of a public statement made by the District in connection with any proposed termination of this Agreement.

10.3 Assignment. Neither party shall be permitted to assign its interest in this Agreement without the express written consent of the other party.

10.4 Amendment. This Agreement may only be modified or amended by further written agreement executed by the parties hereto.

10.5 Notice. Any notice required or permitted hereunder shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the Charter School, or to the Office of the Superintendent for notice to the District.

10.6 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.

10.7 No Third Party Beneficiary Rights. No third party, whether an employee, constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of any right of, the District in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

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

10.9 Contacts. Each party to this Agreement shall designate in writing an individual who shall be responsible for maintaining ongoing communication with the other regarding all matters relating to the operation of the Charter School. Unless otherwise provided by notice of such designation as provided in Paragraph 10.5 above, the contact person for each party shall be as follows:

DISTRICT:	JRCS:
Cheryl Taylor	Layne Myers
Exec. Director of Resolution/Support	or Current Chairman

Basil T. Knight Center
596 North Westgate Drive
Grand Junction, CO 81505
(970) 254-5323
Cheryl.Taylor@d51schools.org

640 24 ½ Road
Grand Junction, CO 81505
(970) 986-8219
lmyers@juniperridgeschool.org

With a Copy to:
Superintendent of Schools
2115 Grand Avenue
Grand Junction, CO 81501

With a Copy to:
Administrative Director Patrick Ebel
Same address as above
pebel@juniperridgeschool.org

[Signature page follows]

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

JUNIPER RIDGE COMMUNITY SCHOOL:

By _____
Layne Myers
Chairman, Board of Directors

ATTEST:

Secretary

MESA COUNTY VALLEY SCHOOL DISTRICT
NO. 51:

By _____
Ken Haptonstall
Superintendent of Schools

ATTEST:

Secretary

EXHIBIT A

[CHARTER SCHOOL APPLICATION AND APPENDICES, AS AMENDED]

EXHIBIT B

COOPERATIVE PLAN FOR DELIVERY AND FUNDING OF SERVICES TO CHARTER SCHOOL STUDENTS WITH DISABILITIES

A. Compliance with Federal and State Special Education and Disability Laws

Juniper Ridge Community School (“JRCS” or “Charter School”) shall comply with all federal and state laws concerning the education of students with disabilities, including the Individuals with Disabilities Education Act, 20 U.S.C. §1400 *et seq.*, (IDEA), the Colorado Exceptional Children’s Educational Act, §22-20-101, *et seq.*, C.R.S., (ECEA), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794 (Section 504) and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, (ADA), and their associated rules and regulations. JRCS shall, unless otherwise agreed in writing by the District and JRCS, follow and comply with all current Mesa County Valley School District 51 (District) policies, plans and procedures promulgated to assure compliance with such laws, rules and regulations, including, but not limited to, the following:

1. The District’s approved Special Education Comprehensive Plan pursuant to section 22-20-106(2), C.R.S. and the rules and regulations promulgated by the Colorado Department of Education;
2. The District’s Special Education Policy and Procedures Manual;
3. The District’s Section 504 Policy and Procedural Guidelines; and
4. This Plan.

B. Responsibility for Special Education Services

JRCS shall provide required special education instruction and related services according to the individualized education programs (IEPs) for each student with a disability enrolled at JRCS. The level and quality of such services and instruction shall be equivalent to the level and quality of such services and instruction in regular District schools serving the same grade levels. Except as provided in this Plan, JRCS shall be responsible for providing all necessary accommodations and instructional/curricular modifications, related services, aids and supports required by the IEPs, including but not limited to, motor services, paraprofessional services, school psychology services and school health care services.

In the event the IEP for a student with disabilities enrolled at JRCS requires more extensive or unique services than are customarily provided in regular District schools serving the same grade levels, or requires provision of special transportation or extended school year (ESY) services, the District will be responsible for providing such services. In addition, the District will provide oversight and support from central administrators and access to District-wide special education programs on the same basis as such oversight, support, and access are provided to other District schools.

JRCS understands and agrees that the District is ultimately responsible for JRCS’ delivery of required special education and related services in accordance with applicable state and federal laws and regulations to Charter School students eligible to receive same, and for JRCS’ compliance with such laws and regulations. Accordingly, the District’s Executive Director of Student Services (herein, the “District Director”), or his or her designee, shall review JRCS special education staff credentials and training, documents and procedures, and will monitor and oversee referral processes, evaluations, reevaluations,

eligibility determinations, placement decisions and development and implementation of IEPs for Charter School students.

In the event of a disagreement as to the correct interpretation or application of a particular legal or regulatory requirement concerning the education of students with disabilities, representatives of JRCS and the District shall meet in an effort to resolve the matter. If no agreement is achieved at such meeting, the District's interpretation shall be controlling.

In the event the District determines that JRCS has failed or refused to provide special education and related services that are necessary for Charter School student(s) to receive a free appropriate public education, or has failed or refused to comply with applicable legal requirements regarding such services, the District may, upon notice to JRCS, take such action or provide such special education or related services as the District deems necessary on behalf of JRCS to bring itself into compliance with such requirements. In such event the District may withhold from funds payable to JRCS under Paragraph D of this Plan or under Article 4 of the Charter School Contract sufficient amounts to reimburse itself for the actual cost incurred by the District in taking the required action, including the actual cost of special education or related services provided by the District to the Charter School student on the Charter's School's behalf.

C. Special Education Teacher Qualifications

JRCS acknowledges and understands that it is not exempt from special education credentialing requirements under the IDEA and the ECEA. JRCS shall hire special education teachers and other personnel possessing the requisite CDE license, endorsements, training and certifications as necessary to meet its obligations under this Plan or will make arrangements with District's special education director to meet such obligations by alternate means acceptable to the District. JRCS understands and agrees that the assignment of personnel to perform or provide special education who lack the requisite training, education, license, certification or endorsement to perform such services shall be a material breach of this Agreement.

D. Special Education Funding and Budgeting

In addition to the per student funding provided to the Charter School under Paragraph 4.1 (A) of the Charter School Contract, the Charter School shall receive a proportionate share of funding provided under the ECEA for special education, calculated in accordance with the following formula:

$\frac{\text{Total District ECEA Revenue}}{\text{Total Number of Identified Students in the District}} \times \text{Number of Identified Students at JRCS}$

The District shall retain, as consideration for performance of its obligations and assumption of responsibilities under this Plan (including, but not limited to, administrative oversight and support, access to District-wide programs and defense of administrative hearings and complaints) all of the funding it receives under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400 *et seq.* (i.e., Title VI-B funding), including the proportionate share of such funding attributable to identified students with disabilities enrolled in the Charter School. Such proportionate share may be calculated in accordance with the following formula:

$\frac{\text{Total District Title VI-B Revenue}}{\text{Total Number of Identified Students in the District}} \times \text{Number of Identified Students at JRCS}$

Prior to the start of each school year, JRCS representatives (consisting of board members and administrators) and the District's special education executive director/designee will meet (1) to develop effective procedures for conducting the December special education count day, (2) to develop effective record-keeping and reporting procedures on required student, staff, revenue and expenditure data, and (3) to review District special education policies, procedures, guidelines and other resource documents and discuss any changes thereto.

E. Purchase of Services.

1. Instructional services. The District agrees to loan the services of an employee (Loaned Employee) to JRCS to provide special education instructional services at the Charter School on an as-needed basis for the 2013-14 school year. The parties agree that while performing duties for the Charter School, the Loaned Employee shall act as an agent of JRCS and under its direction and control, subject to the District's general oversight responsibilities as set in Paragraph B above. At all other times within the course and scope of his/her employment, the Loaned Employee shall act as an agent of the District and under its direction and control. Nothing herein or in the past practice of the parties shall be construed to alter the existing employment relationship between the District and the Loaned Employee, to permit JRCS to terminate or discipline the Loaned Employee, or to acknowledge or create a contract of hire, express or implied, between JRCS and the Loaned Employee. The District shall be solely responsible for all compensation and benefits to which the Employee may be entitled pursuant to his/her employment. However, in consideration of the District's agreement to provide the services of the Loaned Employee, JRCS agrees to reimburse the District for the District's actual cost of employing the Loaned Employee for the time for which the employee provides service to JRCS including all amounts payable to or for compensation, benefits and other out-of-pocket expenses.

2. Other services. For students with disabilities who require motor services, speech and language, transition services, school psychologist services, or other professional, paraprofessional or special services, JRCS will contract with the District or other qualified service providers for such services. If JRCS chooses to contract with the District for such services, the District shall make such services available to the Charter School on the same basis as such services are available to other District schools, and shall charge the same hourly and per diem rates as are used to determine its charges for such services to other school districts within the District's administrative unit an hourly rate based on the actual cost for those services based on the employee's compensation, benefits and other out of pocket expenses.

If the Charter School elects to purchase such services from a qualified provider not employed by or under contract to the District, such purchase shall be subject to review of the provider's licensing and qualifications by the District Director or his/her designee. The Charter school will provide the District with evidence that special education service providers meet educational and certification or licensing requirements of state law, with documentation of the nature and duration of services provided for each student with disabilities by such service providers, and with other information required to complete applications for federal and state funds for students with disabilities.

F. Enrollment/IEP Transition Procedures.

Following enrollment of a student, the Charter School shall determine whether the student has been identified as a child with disabilities. If so, the Charter School shall obtain a copy of the student's IEP and other special education records from the child's last school of attendance. A properly constituted staffing team shall be convened for a transition meeting to determine whether the Charter School is an appropriate placement for the student and, if so, the manner in which the IEP will be implemented at the Charter School. JRCS will invite the District Executive Director or his/her designee to attend the IEP transition meeting. If a child's IEP transition meeting cannot be scheduled prior to the onset of the academic school

year, JRCS will provide the special education and related services specified by the child's current IEP, unless the child is a transfer student from another school district or public agency, in which case the procedures for transfer students set forth in Section G, below, will be followed. JRCS may establish, with notice to the District, reasonable caseload or capacity limitations for its employee and if students seek to enroll whose enrollment would exceed such limitation, JRCS will refer those students to the District.

The student's IEP team will make all placement decisions, including any decision to terminate special education services or any determination that JRCS is not an appropriate placement for the child. To the extent special education and related services are required pursuant to a student's IEP that cannot be provided by the Charter School, the student shall be enrolled in a District school or such other location designated by the District where the student will receive such services.

G. Students New to the District.

When a student on an IEP developed by a school district or public agency other than the District enrolls at JRCS, JRCS will immediately notify the District Director as soon as JRCS knows that the student is a child with a disability. In such cases, special education services for that student will be provided (1) in accordance with the child's current IEP, or (2) if the child's IEP is unavailable, interim services agreed to by JRCS, the District Director/designee and the child's parents will be provided for the child. Such interim services will continue to be provided until the child's IEP is received from the sending school district or public agency, at which time the services specified by that IEP will be provided. In any event, if the child's IEP from the sending school district or public agency has not been received within a reasonable amount of time, the child will be referred for assessment. The referral and assessment process will be initiated so as to allow the completion of the IEP within 30 school days from the date enrollment was requested.

Alternatively, JRCS may choose to immediately refer the child for a complete assessment and IEP planning. During the assessment and planning period, special education services will be provided as specified by the child's last agreed upon IEP or as agreed to by the parents, the District Director and JRCS. The assessment and planning process will be completed within 30 school days. Services for transfer students will begin (1) immediately if the services are available, (2) within 3 school days of requested enrollment if the services need to be developed, or (3) pursuant to other options agreed to in writing by the parent(s).

H. Nonresident Students.

Prior to enrolling a nonresident student, the Charter School shall determine whether the student has been identified as a child with a disability. If so, the Charter School shall obtain a copy of the student's IEP and convene a properly constituted staffing team to determine whether the current IEP is the appropriate program and whether the Charter School is an appropriate placement for the student. In addition, if the child is not a resident of the District, JRCS will also invite the special education executive director/designee of the child's district of residence to attend the IEP transition meeting. If it is determined that the School is an appropriate placement for the student, the School shall, if appropriate, negotiate a tuition agreement pursuant to section 22-20-109, *et seq.*, C.R.S., with the district of residence for the excess cost of educating the child.

I. Pre-referral Interventions and Pre-referral Team.

JRCS acknowledges and understands that pre-referral interventions should be conducted and documented before it refers a child for a special education assessment. JRCS will regularly convene a pre-referral team to make such determinations. JRCS's pre-referral team will be known as the "Student Support Team."

Pre-referral interventions are planned, systematic efforts by regular education staff. A pre-referral intervention is a regular education teacher's modification of instruction or classroom management. The purpose of pre-referral interventions is to resolve the student's apparent learning or behavior problems. JRCS's Student Support Team will develop criteria and indicators to determine whether a pre-referral intervention is successful. At least two pre-referral interventions will be conducted and documented before a child is referred for a special education assessment, unless the child's suspected disability is obvious or an initial assessment is requested by the parent, a teacher or other individual knowledgeable about the child. JRCS's Student Support Team will typically include JRCS's administrator, a regular education teacher, a special education teacher, a counselor, and other educational specialists as necessary. The Student Support Team will be responsible for notifying The student's parents of the concerns involving the student and give the parents the opportunity to share information that may impact the student's learning or behavior problems.

At the beginning of each school year, the Student Support Team will conduct in-service training for JRCS's regular education staff. The purpose of the in-service is to train JRCS's regular classroom staff on pre-referral interventions and the criteria and indicators for determining whether the interventions are successful.

J. IEP Development and Review Meetings

JRCS shall arrange for the performance of all initial evaluations and re-evaluations, obtain written parental consent for evaluations and initial placements, track IEP annual, triennial, and other review meeting timelines and document compliance with federal and state law requirements. The District and the Charter School shall jointly direct the development and/or modification of any IEP for Charter School students using the District's special education forms and procedures. JRCS will coordinate with the District's special education office regarding the scheduling and facilitation of IEP meetings to assure that an appropriately constituted IEP team is assembled for each IEP meeting. JRCS shall invite an appropriate District Special Education Coordinator to attend each IEP meeting scheduled for a Charter School Student; the Coordinator will determine whether his/her attendance at such meeting is necessary or appropriate. JRCS will be responsible for preparing and delivering legally compliant written notices for such meetings and include with the written meeting notice to parents a copy of the procedural safeguards notice.

K. Least Restrictive Environment

JRCS will educate its special education students to the maximum extent appropriate in age- appropriate classrooms with needed accommodations, instructional/curricular modifications and other supports, unless the student is unable to be involved in and progress in the general curriculum with such accommodations, instructional/curricular modifications and supports.

L. Student Discipline.

Charter School disciplinary procedures shall comply with IDEA requirements. JRCS shall confer with the District's special education executive director or designee before proposing or instituting disciplinary action or procedures against a Charter School student with disabilities in a manner that is not provided for in the student's individualized educational program or that would likely result in a change in the student's educational placement. JRCS will coordinate with the special education director/designee and parent(s) to schedule a manifestation determination review by an appropriately constituted IEP team prior to implementing any change of placement.

The District will make its interim alternative educational settings and accompanying procedures available to JRCS for students, in the same manner as is available to other District schools, who are involved in illegal drugs, controlled substances, dangerous weapons or for students whom JRCS considers to be dangerous to themselves or others. The District will provide technical assistance, as needed, for conducting required functional behavioral assessments and developing required behavior intervention plans.

M. Programming Disputes Involving Parents.

If a student's parent or legal guardian, or a student (when the student is over the age of 18) expresses, either orally or in writing, his/her dissatisfaction with or intent to dispute the student's special education program, JRCS will immediately contact the District's Executive Director. Examples of parent/student dissatisfaction include situations when (1) a parent retains an attorney, (2) the parent threatens to request a due process hearing or to file a complaint with the Colorado Department of Education, and (3) the parent withdraws his/her child from the Charter School, expressing his/her dissatisfaction with the child's special education services and the intent to (a) enroll the child in a private school and (b) seek reimbursement for the private school tuition. The District will make available to and assist JRCS with the procedures available for resolving special education disputes.

The District will allow JRCS to access the District's legal counsel regarding special education legal issues and disputes upon JRCS's reasonable request. Reasonable requests include situations involving programming disputes and student discipline issues that may involve a change of placement for a JRCS student. Access to the District's legal counsel must be pre-approved by the District Executive Director, in which case the District will pay for such legal services. In the event that the District's legal counsel determines that it/he/she has a conflict of interest in advising JRCS, JRCS will obtain separate legal counsel at its own cost.

N. Confidentiality and Special Education Records.

Pursuant to the IDEA, the ECEA, the federal Family Educational Rights and Privacy Act and the Colorado Public Records Act, JRCS will establish policies and procedures to maintain the confidentiality of personally identifiable information in special education records during all stages of their collection, storage, disclosure and destruction. JRCS will timely notify the District's special education office when a parent or student requests access to, or requests copies of, the student's special education records so that all locations and formats for storage of the requested records within the District can be fully identified for proper production to the parent or student.

O. Professional Development, Technical Assistance and Other Communications

The District Executive Director or designee will timely notify JRCS of District-sponsored special education in-service training opportunities. JRCS shall cause its special education staff to attend District-sponsored special education in-service training whenever possible and make the training available to regular education JRCS teachers when appropriate. JRCS will contact the District Director when JRCS is in need of technical assistance. The District will provide technical assistance to JRCS in a timely manner. The District will also include JRCS in the District's communications to its schools regarding new or important special education information and updates.

P. Special Education Vendors.

The District will provide to JRCS a list of resources, vendors and contacts in order to facilitate JRCS's purchase of special education materials. The District will require its vendors to provide the same

discounts to JRCS as are provided to the District and its other public schools. JRCS will afford the District the opportunity to review and comment on JRCS's special education vendors.

Q. Section 504 Eligibility, Services, Technical Assistance and Training.

JRCS will use the District's Section 504 policies and procedures for compliance with Section 504 requirements. JRCS's Student Support Team members will attend Section 504 training in order to become knowledgeable about Section 504 requirements and procedures. The Student Support Team will conduct an in-service at the beginning of each school year to train regular education staff on Section 504 requirements, including instructional modifications and accommodations in the regular classroom setting. JRCS will include in its student handbook a notice of nondiscrimination on the basis of disability and also appropriately post the nondiscrimination notice within its facility. JRCS will be responsible for determining student eligibility for Section 504 services, and, as a best practice, will convene a Section 504 team as necessary when a JRCS student has been determined to be ineligible for services under the IDEA and the ECEA. JRCS will develop a written Section 504 plan for each eligible student. It will also be responsible for delivering Section 504 services and for holding manifestation determination reviews in connection with student discipline proceedings. The District will make available to JRCS the District's dispute resolution mechanisms in the event of a Section 504 dispute.

Upon JRCS's request, the District will timely provide technical assistance to JRCS personnel regarding Section 504 requirements and issues. The District will include JRCS in the District's communications to its schools regarding new and important Section 504 information and updates. The District will also invite appropriate JRCS personnel to District-sponsored Section 504 in-service training, and JRCS personnel will attend such training whenever possible.

R. Indemnity; Defense of Claims.

Paragraphs 5.3 and 5.4 of the Charter School Contract shall apply to any and all claims or causes of action brought against the District or the Charter School that arise under the IDEA, ECEA, Section 504 or ADA, except that the District shall provide for and direct the defense of claims and due process hearings regarding Charter School Students (or their parents) arising under the IDEA or ECEA or their associated state and federal regulations, through the administrative appeal stage. The cost of such defense through completion of such administrative proceedings, including attorneys' fees, expert witness fees, hearing officer fees and related litigation expenses, shall be borne by the District.

The District shall have full authority to compromise, settle, negotiate or otherwise affect any disposition of actual or potential IDEA, ECEA, Section 504 or ADA claims asserted against it involving Charter School Students, but if the District asserts that the Charter School is liable to the District under Paragraph 5.4 of the Charter School Contract for any or all of the liability, costs (including without limitation reasonable attorneys' fees and court costs), expenses damages, or losses that it may be ordered to pay in connection with such claims, the District shall not compromise or settle such claims without first consulting with the Charter School.

EXHIBIT C

REGISTRATION/WITHDRAWAL DATA REQUIREMENTS

It is the responsibility of JRCS to obtain and maintain for immediate and future reference, precise and accurate student data.

1. ENROLLMENT/REGISTRATION:

1. A cumulative folder must be made for every student attending JRCS upon enrollment. The cumulative folder made by JRCS needs to stay at JRCS for archival purposes. See Exhibit E
 2. SASI Custom – Attendance Label must be run for each cumulative folder and changed each school year to reflect the new grade level.
 3. Records must be requested from the previous school attended.
 4. Information must be entered in the SASI Enrollment History screen. (Moved to: and Came from:)
- A. For all students entering JRCS from the District, a Records Request must be sent to Pupil Records, 410 Hill Avenue, Grand Junction, CO 81501. The District’s original cumulative folder always stays with Pupil Records. Upon receiving the request for records, Pupil Records will forward to JRCS copies of the following data:
1. Birth Certificate (if available)
 2. Immunizations (if available)
 3. The last three years of Report Cards for elementary students (if available).
 4. A Middle School Transcript for Middle School Students (if available).
 5. A High School Transcript for High School Students (if available).
 6. Testing Assessment History
 7. Any pertinent discipline information.
 8. Latest Withdrawal Form from the District
- B. For all students entering JRCS from schools other than the District, JRCS needs to obtain the following records from the student or the student’s prior school:
1. Birth Certificate (if available)
 2. Immunization records
 3. Grades, Report Cards, or Transcript from previous school.
 4. Standardized Testing Information/Scores
 5. Any pertinent court/custody documentation.
2. **Withdrawal:** (Procedure for each withdrawal). The following records must be kept in cumulative folder for preservation.
1. Attendance
 2. Grades
 3. Courses Taken
 4. Withdrawal Form
 5. Testing
 6. Discipline

A. If and when a student withdraws from JRCS and enrolls at a District school, the following information needs to be sent to Pupil Records (however, any record received by JRCS from the District does not need to be returned to District upon re-enrollment, because the District retains the original cumulative folder):

1. Grades earned at JRCS
2. Grades must be entered into “grades” in SASI, after grades have been “posted”, “transfer” to “course history”.
3. Testing performed at JRCS (Testing Assessment History) etc.
4. Discipline (including suspension/expulsion letters)
5. Attendance at JRCS (written on elementary report card) along with entry date, withdrawal date, name of school, teacher, etc. Grades must be given to a student on the 15th day of enrollment.
6. Withdrawal Form from JRCS (with entry and withdrawal date) (where student is transferring to, etc.)
7. A Report Card must be made for each elementary school student (if the student attends your school for 1 hour or more) and a transcript for middle and high school
8. a copy of the Birth Certificate and Immunization Record, and Social Security card (if available)

B. A student leaving JRCS and enrolling in a school other than a District school, needs to have copies of credit earned and other pertinent information sent to the receiving school along with an adequate documentation form (following District procedures)

3. Log Requirement. JRCS must keep a log of all students enrolling in and withdrawing from JRCS containing, at minimum, the following data:

Student Name ID Number Grade
Entry Date
Where Student came from
Date Records were received from OOD School Withdrawal Date
Date Records Request was received Date Records were sent
Where Records were sent to Comments

The log may contain any other pertinent information JRCS deems necessary in order to maintain thorough and accurate records.

4. SYNERGY Data Entry. All student admissions to and withdrawals from JRCS must be entered with the correct enter and leave codes into the enrollment screen of the SYNERGY electronic student record system. See the Enter and Leave Code Examples attached.

JRCS should direct any data and record-keeping questions to the following individuals at the District’s Pupil Records Department.

Kay Konicek 254-5430
Mary Ann Walsh 254-5431

EXHIBIT D

SCHEDULE OF ESTIMATED COSTS FOR EDS AND ELECTIVE CONTRACT SERVICES

2017-2018 Fiscal Year Only

I. Essential Direct Services (EDS)

Pursuant to Paragraph 4.1(G) of the Charter School Contract by and between Mesa County Valley School District No. 51 and Juniper Ridge Community School, the following services shall be mandatory for the term of such contract, and the District shall deduct the cost of same from the PPR it receives for each Charter School Student, as set forth below. Unless otherwise stated, the cost stated below is the estimated per pupil cost for the year above stated, determined by dividing the cost of providing the service for the entire District, as specified in the District’s current year budget, by the number of students enrolled in the District. The total cost shall be obtained by multiplying the stated per pupil cost by the number of Charter School Students enrolled in the Charter School for purposes of per pupil funding under Paragraph 4.1(A) of the Contract. All EDS shall be scheduled and performed in substantially the same manner as they are scheduled and performed for other District schools, if applicable. The EDS shall be provided pursuant to state or federal laws or regulations or in accordance with agreements with other governmental agencies, the District shall provide EDS as required by such laws, regulations and agreements. The District reserves the right to prioritize delivery of services on the basis of relative need among all District schools or upon a “first come-first served” basis. The District shall not be required to appropriate additional funds, hire additional personnel or otherwise reallocate financial or human resources in order to improve the quality, level, timing or availability of EDS to the Charter School.

Department	EDS Description	Cost
ESL (English as a Second Language)	Services include English and Spanish language assessments, alternative ESL plan development, monitoring and administration, but does not include instruction.	\$ 9.68 per pupil
Student Discipline Services	Student expulsions and educational services to expelled students as provided by law	\$500 per case ¹

¹Such case rate will be apply to each Charter School Student for whom the District initiates the expulsion process pursuant to Paragraph 3.2 of the Contract, regardless of the outcome of the expulsion proceedings.

I. Essential Direct Services (Continued from Exhibit D, Page 1)

Department	EDS Description	Cost
Student Health Services	State and federally-mandated student health services, including reporting, record-keeping, immunization requirements, and vision/hearing examinations; consultation regarding communicable diseases, student health needs and medications.	\$30.74 per pupil
Support Services	Technical Assistance of Financial Services Department staff	\$19.94 per pupil

II. District Services Available for Purchase 2017-2018

Pursuant to Paragraph 4.8(B) of the Charter School Contract by and between Mesa County Valley School District No. 51 and Juniper Ridge Community School, the following shall be available for purchase by the Charter School for the school year stated, and the cost indicated will be deducted from the PPR received for each Charter School Student if service is accepted as noted on the table below. Unless otherwise indicated below, the cost shown is the estimated per pupil cost for the year above stated, determined by dividing the cost of providing the service for the entire District, as specified in the District's current budget, by the number of students enrolled in the school district. The total cost shall be obtained by multiplying the stated per pupil cost by the number of Charter School Students enrolled in the charter school for purposes of per pupil funding under Paragraph 4.1(A) of the Contract.

Pursuant to section 22-30.5-112(2)(a.4)(II), C.R.S., within ninety (90) days after the end of each fiscal year, the District shall provide to the Charter School an itemized accounting regarding the actual total cost of purchased services and any difference between the amount charged and the actual cost will be reconciled and paid to the owed party.

Department	Description of Services	Cost	Date Accepted	Date Declined
Purchasing	Purchasing privileges for warehouse inventory on hand. Does not include procurement or bidding services.	Same as charged to other District schools ²	Effective Date of Contract	
Human Resources	Secure fingerprint cards and oath if required;	\$ 44.75 per	Effective Date of Contract	

² Generally, there is a 20% markup built into pricing on all warehouse goods available for purchase by District schools.

II. District Services Available for Purchase 2017-2018 (Continued)

Department	Description of Services	Cost	Date Accepted	Date Declined
Art Heritage/Science Center	Privilege to access District volunteer art heritage/science center programs on space available basis	Same fees, if any, charged to other District schools		Effective Date of Contract
Basil T. Knight Center	Equipment use privileges as granted to other District schools, including copying/laminating; meeting room rental on space available basis	Same rates and charges as apply to other District schools	Effective Date of Contract	
Copier	Copier is under lease. Lease costs will be the same as charged to the District	\$0.0095 per copy (black) \$0.044 per copy (color)	Effective Date of Contract	
Technology	See next 4 pages	See Next 4 pgs.		

Department	Description of Services	Cost	Date Accepted	Date Declined
Technology	Information Systems Services			
	<ul style="list-style-type: none"> • Student Information System (SIS) <ul style="list-style-type: none"> ○ Access to and use of District SIS ○ Technical Support of SIS and staff training, as offered to all district schools 	\$6.44 per student annually		
	<ul style="list-style-type: none"> • School Notification System <ul style="list-style-type: none"> ○ Use of District's School Notification System ○ Vendor Technical Support and training for District School Notification System 	\$ 1.75 per student annually		
Technology	Technology Purchasing Services			
	<ul style="list-style-type: none"> • Devices <ul style="list-style-type: none"> ○ Purchasing standard district computers (e.g., desktop, laptop, cloudbook, tablet...) with standard district vendor warranty. <p>Notes:</p> <ol style="list-style-type: none"> 1. Technology will offer technical support for District standard computers with the standard district vendor warranty period, which are purchased through Technology. Technology will only provide technical support during the warranty period. 2. Technology will not offer technical support for computers purchased from other sources. 3. School must follow Technology purchasing procedures: https://connect.d51schools.org/staff/dept/technology/techpurchases/SitePages/Home.aspx 	Actual District purchase cost		

Department	Description of Services	Cost	Date Accepted	Date Declined
	<ul style="list-style-type: none"> • Technology Equipment <ul style="list-style-type: none"> ○ Technology Equipment other than computers that are not available through the District Warehouse (e.g., interactive boards) <p>Notes:</p> <ol style="list-style-type: none"> a. Technology will offer technical support for other devices as specified in Technology Purchasing procedures. b. School must follow Technology purchasing procedures: https://connect.d51schools.org/staff/dept/technology/techpurchases/SitePages/Home.aspx 	Actual District purchase cost		
	<ul style="list-style-type: none"> • Office Software <ul style="list-style-type: none"> ○ Office Suite software or other software listed on the District’s Microsoft School Agreement ○ Other business software (e.g., Adobe Connect) that is compatible with computer operating system and District network <p>Notes:</p> <ol style="list-style-type: none"> 1. Technology will offer technical support (software installation and troubleshooting) for software purchased through Technology as long as the software vendor specifies that the software is compatible with the specific computer’s operating system. 2. School must follow Technology purchasing procedures: https://connect.d51schools.org/staff/dept/technology/techpurchases/SitePages/Home.aspx 	<p>Actual District Purchase Cost, using vendor’s required pricing mechanism.</p> <p>MS Office Suite price is currently based on Staff FTE: \$ 55.24 per staff FTE annually</p>		
	<ul style="list-style-type: none"> • Educational Software <ul style="list-style-type: none"> ○ Educational software that is available for purchase to all other schools and is compatible with computer operating system and specific computer’s operating system <p>Notes:</p> <ol style="list-style-type: none"> 1. Technology will offer technical support (software installation and 	<p>Actual District Purchase Cost, using vendor’s required pricing mechanism</p> <p>a. Technology Labor Cost: \$37 per hour</p>		

Department	Description of Services	Cost	Date Accepted	Date Declined
	<p>troubleshooting) for software purchased through Technology as long as the software vendor specifies that the software is compatible with the specific computer's operating system.</p> <p>2. School must follow Technology purchasing procedures: https://connect.d51schools.org/staff/dept/technology/techpurchases/SitePages/Home.aspx</p>	per Technology staff member or actual District cost of contracted labor		
Technology	<p>Technical Support Services</p> <ul style="list-style-type: none"> • Help desk/Service Desk <ul style="list-style-type: none"> ○ Request Service, trouble reporting, and initial troubleshooting ○ Technician Installation and Repair ○ Information Systems assistance ○ Network Account Management and Single Sign-on administration ○ Network and technical infrastructure assistance ○ Technical training and consulting 	<ul style="list-style-type: none"> a. Technology Labor Cost: \$37 per hour per Technology staff member or actual District cost of contracted labor b. Equipment, Materials / Supplies at actual District cost 		
	<ul style="list-style-type: none"> • Account Management Setup • Backup and storage of data 	<ul style="list-style-type: none"> a. \$35 per FTE Annually b. \$350 Annually 		
Technology	<p>Technical Infrastructure and Telecom Services</p> <ul style="list-style-type: none"> • School connection to District Technical Infrastructure and associated services <ul style="list-style-type: none"> ○ School Ethernet Switch(s)* ○ Router* ○ Wide Area Network Connection* ○ Internet Connection* ○ Firewall Threat Protection* ○ Antivirus Protection* ○ Internet Content Filter* ○ Single Sign-on Service ○ Telephone Service ○ Telephones <p>* Mandatory components if connected to District Network</p>	<ul style="list-style-type: none"> a. Technology Labor Cost: \$37 per hour per Technology staff member or actual District cost of contracted labor b. Equipment, Materials / Supplies at actual District cost c. Internet Connection: \$5.63 per student annually d. Firewall: \$1.50 per student annually e. Anti-virus: \$26.23 per FTE annually f. Internet Content Filter: \$1.89 per student annually g. Single Sign-on 		

Department	Description of Services	Cost	Date Accepted	Date Declined
		Service: \$2.75 per student annually h. Telephone Service: Based on actual cost		
	<ul style="list-style-type: none"> • School wireless network <ul style="list-style-type: none"> ○ Wireless Access Points ○ Network Access Protection ○ Mobile Device Management • Mandatory Components of wireless network 	<ul style="list-style-type: none"> a. Technology Labor Cost: \$37 per hour per Technology staff member or actual District cost of contracted labor b. Equipment, Materials/Supplies at actual District cost c. Network Access Protection Licensing: \$1 per mobile device per year d. Mobile Device Management Licensing: \$20 per mobile device purchased (one-time charge at time of purchase) 		

EXHIBIT E

REQUIRED DOCUMENTS AND RECORDS

All student cumulative folders need to include the following information:

1. Birth Certificate

Make (2) copies, one for the inside back of the cumulative folder (taped at the top only) with the other one to be placed in the clear sleeve behind the elementary report cards.

2. Immunizations

A computer (SASI custom) generated immunization record must be placed in the health folder

3. Social Security Number (if available)

4. Registration Forms

There must be a current registration form or student data verification form for each school attended each school year.

A parent signature is very important. Please do your best to obtain the signature.

5. District Custody Statement (should be updated yearly or as needed if custody changes are made by parents.)

A parent signature is very important, please be sure parent(s) sign and date this form.

6. Elementary Report Cards

Elementary Report Cards must have grades on the 15th day of attendance.

Report Cards must have entry and withdrawal dates, attendance, tardies, and school name is also required.

7. Withdrawal Forms

A withdrawal Form must be run for each and every student leaving or graduating from your school. (Last date of attendance must be on the form.)

8. Testing

A Testing Assessment History must also be run for each student graduating or withdrawing from your school.

The current Testing Assessment History must be in the green sleeve. ESL testing, ILP's, RIST, CELA are also placed in the green sleeve.

9. Transcripts for Middle School

A Transcript must be run for each student who withdraws from JRCS

A Transcript must also be run for each student at the end of each school year and placed in the cumulative folder.

10. Transcripts for High School

A Transcript must be run for each student who withdraws from JRCS.

A Transcript must also be run for each student at the end of each school year and placed in the cumulative folder.

11. ACT & SAT Scores

The state copy of the ACT & SAT Score is to be placed in the green sleeve of the cumulative folder.

12. Suspension letters, Expulsion letters, 504 plans, etc.

A copy of all Suspension Letters, Expulsion Letters, 504 Plans, Attendance Letters, must be included in the blue sleeve of the cumulative folder.

13. Records Requests

Any and all requests for records must be in the cumulative folder Out of District requests need to be in the yellow sleeve.

14. Any court papers pertaining to parental rights and custody:

Any and all court documents must be placed in the blue sleeve of the cumulative folder. These documents need to be readily accessible in case of any custody questions or disagreements.

15. Pertinent Health Records

Health History Screening
Any Pertinent Medical Problems
Care Plans if applicable
Medication Logs
Immunizations