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CHARTER SCHOOL CONTRACT
WEST RIDGE ACADEMY

This Charter School Contract ("Contract") is made and entered into this ____ day of February 2023, by and between Weld County School District 6 (the "District") and West Ridge Academy, a public charter school organized as a Colorado non-profit corporation (the "School") (collectively, the "Parties").

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §§ 22-30.5-101 *et seq.* (the "Act"), allowing for the creating and operating of charter schools within the state by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, the District's Board of Education ("District Board") previously authorized the School to form and operate a charter school in the District pursuant to a charter school contract, which expires by its terms on June 30, 2023; and

WHEREAS, on or before December 1, 2022, the School submitted an application to renew the School's charter (the "Application"); and

WHEREAS, on February 13, 2023, the District Board adopted a resolution approving the Application and renewing the School's charter for a term of five (5) years (the "Resolution") (attached hereto and incorporated by reference herein as **Attachment 1**).

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

SECTION ONE: ESTABLISHMENT OF SCHOOL

1.1 Term.

- A. This Contract is effective as of July 1, 2023, and shall continue through June 30, 2028. Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in

accordance with the state law and District Board approval of the renewal of the application.

- B. Provided that School is not in default of any term, condition, or covenant of this Contract, the School may request that the District extend the term of its charter and this Contract for up to ten (10) years in conjunction with any long-term facilities financing. ("Term Extension"). The School may request the extension at the end of the third year, or after June 30, 2026, if it demonstrates stabilization in its leadership, a reduction in both United States Department of Education, Office for Civil Rights (OCR) and Title IX complaints, and it maintains satisfactory achievement according to the Colorado Department of Education. The School must request an extension, in writing in accordance with section 12.8, no later than thirty (30) days prior to June 30, 2026, and the extension request shall be reviewed in accordance with C.R.S. 22-30.5-110 and the District's renewal process. The renewal application will be modified to address only the above-stated requirements and as mandated by C.R.S. 22-30.5-110(2). If the District approves a Term Extension, the parties shall enter into a written amendment to this Contract, which shall be effective as of the date of the closing on the long-term facilities financing.

1.2 Charter School Corporate Status.

The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws.

- A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with state, federal and local law.
- B. Corporate Purpose. The purpose of the School as set forth in its articles will be limited to the operation of a charter school pursuant to the Act.
- C. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles of Incorporation and Bylaws of the School will provide for governance of the operation of the School in a manner consistent with the Conditions of Approval, this Contract, and state and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as **Attachment 2**. Any material modification (as defined in Section 3.1 below) of the Articles of Incorporation or the Bylaws must be submitted to the District within ten (10) business days of its ratification or adoption by the Charter Board.
- D. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the

District, as determined by the District and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.

1.3 Charter School Legal Status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 4.5 of this Contract. Further, the 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. The School also is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and is additionally subject to the Open Meetings Law, C.R.S. §§ 24-6-401 to 402, and the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to 200.5.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District as described in this Contract, and the School shall be subject to all applicable federal and state laws and regulations, and District policies and regulations, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to, the following:
- i. School records, including but not limited to, student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence criminal background checks have been conducted;
 - v. School operations, including health, safety and occupancy requirements;
 - vi. Inspection of the facility or facilities; and
 - vii. Board minutes, meeting notices, agendas, other records, and communications.

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents

constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to work product exception relating to negotiations with the District.

The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the School if it has actual knowledge of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, SPF, accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School 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 the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 6.3 of this Contract.
- F. Access to Student Records. The School shall timely make available to the District information regarding

special education and related services for students of the School in accordance with this Contract, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable state or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

2.2 School Rights and Responsibilities.

A. Records. The School agrees to comply with all federal, state, and District record keeping and reporting requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The School's obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be reported online in accordance with the Financial Transparency Act and any other federal and state laws addressing financial transparency and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

B. Notification Provided to the District

- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
 - a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or
 - b) Any complaints filed against the School by any governmental agency including, but not limited to OCR, CCRD, and EEOC.
- ii. Immediate Notice. The School shall immediately notify the District of any of the following:
 - a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;

- b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
- c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7 and other relevant laws as required.
- d) Misappropriation of funds;
- e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
- f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
- g) All allegations of sexual harassment prohibited by Title IX must be promptly reported to the District's Title IX Coordinator and the School shall work with the District in responding to and resolving all Title IX complaints.

C. Compliance. The School shall comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 4.5.

D. Reports. The School shall provide to the District in a timely manner any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within five (5) days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.H subject to Section 2.2.I.

- i. On or before September 30 each year, the School shall provide the District with a report identifying the progress that the School has made on each of its unique objectives included in Section 6.3.A & B during the prior school year.
- ii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. §§ 22-44- 301 *et seq.* (including budget).
 - a) Proposed budget – on or before May 1.
 - b) Projected enrollment – on or before March 1.
 - c) School budget approved by Charter Board – on or before June 15.

d) In accordance with Section 7.8, the School shall provide to the District monthly detailed financial reports by the 15th of the following month. The School shall also prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b), and post required reports pursuant to C.R.S. §§ 22- 44-301 *et seq.* Such reports shall be submitted to the District upon request. Year-end reports shall also be submitted upon request.

e) Annual audit on or before August 31.

f) Preliminary trial balance on or before July 31 and end of year trial balance on or before August 31.

- iii. School Calendar. The School shall provide the school calendar on or before April 15.
- iv. Health and safety information including reports of previous year's fire drills and updated emergency plans, emergency contact information, etc. – June 1.
- v. Bond and Financing Documentation. The School shall provide closing documents and bank statements no later than five (5) business days of closing.
- vi. Safe School Plan. C.R.S. § 22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by June 1. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
- vii. Governance Information.
 - a) Charter Board membership (i.e., names/ contact info, terms) – August 1.
 - b) Charter Board member conflict of interest disclosures – August 1.
 - c) Current Bylaws – within ten (10) business days after any material changes.
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
- viii. Insurance certification – August 1.

E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law.

F. Procedures for Articles of Incorporation and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non-Profit Corporations Act in amending its Articles of Incorporation and Bylaws and shall provide the District with notice of any such material modifications, as defined in Section 3.1 below. The

Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in District policy and applicable state law.

G. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education (the "State Board"), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

- i. In the event any dispute arises between the District and the School concerning this Contract, including but not limited to the implementation of or waiver from any District policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District or his designee for review. Thereafter, representatives of the District and the School shall meet and attempt in good faith to negotiate a resolution of the dispute.
- ii. In the event the parties' representatives are unable to resolve the dispute informally pursuant to the procedure set forth above, the parties shall submit the matter to an independent mediator, who shall be agreed upon by the parties within fifteen (15) calendar days following either party's written request for mediation (the "moving party"). If the parties are unable to agree upon a mediator within that time, the parties shall jointly obtain a list of available mediators from the Judicial Arbiter Group, Denver, Colorado and have it delivered to the non-moving party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.
- iii. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District's Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the Board shall be final; provided, however, that the School may appeal to the State Board concerning those matters within the State Board's jurisdiction in accordance with governing law.

H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not

required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.

- i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).
- ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
- iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from a provider other than the School's education management provider if the School is required to prepare and implement a priority improvement plan or turnaround plan.
- iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.

I. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in the following process:

- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
- ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the Lead Administrator or his designee shall be given an opportunity to meet with the Superintendent or his designee to discuss the notice within five (5) days.
- iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.H (i) through (iv).

- J. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.G, file an appeal with the State Board, or seek other remedies provided by law.
- K. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

SECTION THREE: SCHOOL GOVERNANCE

3.1 Governance.

The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 2.2.F of this Contract. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

3.2 Corporate Purpose.

The purpose of the School as set forth in its Articles of Incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §§ 22-30.5-101 *et seq.* and purposes ancillary thereto and in support thereof.

3.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection. The School shall list on its website information about Charter Board members, Charter Board meetings, relevant School documents, and other information that may be of interest to students, parents, and community members. The School shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings Law and the Colorado Open Records Act, and shall adopt and strictly enforce a conflict of interest policy including a policy.

3.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, rather than the District Board. The School agrees to inform the District charter liaison or designee regarding the resolution of any complaint that it receives and processes through the School's internal grievance policy to the Charter Board level within fourteen (14) days of such resolution.

3.5 Contracting for Educational Services.

Unless approved by the District in writing, the School shall not enter into a contract or subcontract for the management or administration of its instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses or provide specific services as a portion of the School's educational program or operations. Subject to the limitations above, the School may negotiate and contract with a school district, the governing body of a state college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds or the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

3.6 Contracting for Operational and Administrative Services.

Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The School shall adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

3.7 Volunteer Requirements.

Any requirement adopted by the School that requires parents commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. A copy of the School's volunteer policy and any changes thereto shall be provided to the District.

3.8 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with state law and District policies and regulations regarding ethics and conflict of interest.

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 Operational Powers.

The School shall be responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract and as allowed by the Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and Bylaws consistent with the terms of this Contract.

4.2 Evaluations and Training.

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Agreement.

- B. Employee Evaluations. The Lead Administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Agreement.

- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further, Charter Board members will satisfactorily complete the online charter school governing board training modules recommended by the Department, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report compiled by the District.

4.3 Transportation and Food Services.

- A. The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School shall be solely responsible for providing transportation services, if any, to students attending the School (other than special education students who require transportation as a related service).
- B. Food service for students of the School shall be the sole responsibility of the School. Before the School opens, a food service plan must be provided to and approved by the District's Board. The District will assist the School in the development of the plan if the School requests such assistance. The plan will be incorporated into the Contract as an amendment. The District may provide food service as part of the plan on mutually agreeable terms and conditions outlined in a separate agreement.

4.4 Insurance.

The School shall purchase insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

- Comprehensive general liability - \$2,000,000.
- Officers, directors and employees errors and omissions - \$1,000,000.
- Property insurance - As required by the landlord.
- Motor vehicle liability (if appropriate) - \$1,000,000.
- Bonding (if appropriate):
 - Minimum amounts: \$25,000.
 - Maximum amounts: \$100,000.
- Workers' compensation - (as required by state law).

The District shall provide at least 30 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide certificates of insurance to the District's Risk Manager by August 1 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) days if for any

reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, to the Colorado Department of Education, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule. The list in effect as of the Effective Date is attached in **Attachment 3**.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.
- iii. Procedures for Non-Automatic Waiver Requests. Upon receipt of a sufficient rationale and replacement, the District Board agrees to jointly request waiver of the state laws and regulations that are listed in **Attachment 4**. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers. Upon receipt of such requests, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. State Board approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District Policies.

- i. Waiver Requests. The District Board agrees to waive the district policies that are listed in **Attachment 5.**
- ii. Subsequent Waiver Requests. The School may request additional waivers. Upon receipt of such requests, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may serve students in grade K-8.

5.2 Student Demographics.

As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs within the District average, taking into account the demographics of other public schools within a reasonable proximity to the School. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 6.**

5.3 Maximum and Minimum Enrollment.

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The minimum enrollment is determined to be the

lowest enrollment necessary for financial viability, as reasonably determined by both parties.

5.4 Eligibility for Enrollment.

The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. § 22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable State and Federal law and policy.

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

Enrollment preferences, selection method, timeline, and procedures are described in **Attachment 6**.

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities.

- A. Pre-identification. The School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students.
- B. Identification. Following receipt of an application for enrollment and, if applicable, success in any lottery or similar process, the School shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1401 *et seq.* ("IDEA") or an individual with a disability under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and/or the Americans with Disabilities Act ("ADA"). If so, the School shall obtain a copy of the student's individualized education program ("IEP") or Section 504 plan. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.
- C. IEP and Related Processes. A screening team consisting of the Executive Director (or designee), and the School's director of special education, other School staff as needed, and/or any District designee shall review the student's IEP to determine whether the School can provide a free appropriate public education (FAPE) to the student. If the screening team is unable to determine whether the student can be appropriately served, or believes the student cannot be so served, enrollment is then contingent upon a properly constituted IEP team determining whether the School can provide a free appropriate

public education (FAPE) to the student.

5.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

5.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the District. The School shall handle denial of admission in a manner consistent with state law and District policy/regulations. Once accepted for enrollment, a non-District resident student may re enroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement After October 1.

After October 1, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with applicable law and District policy.

5.10 Attendance, Expulsion and Denial of Admission.

The School has received a waiver from the District's policies and regulations concerning student attendance and standards of conduct and discipline. The School shall be responsible for student discipline decisions, hearings, and appeals in accordance with its replacement policies. General education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the District.

5.11 Continuing Enrollment.

Pursuant to Colorado state law, students who enroll in the School shall remain enrolled in the School through

the highest grade served by the School, absent expulsion, graduation, court ordered placement, or placement in a different school pursuant to an IEP and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District choice enrollment and transfer procedures.

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Vision.

The vision set forth in the Application is accepted by the District, as amended by this Contract.

6.2 Mission.

The mission set forth in the Application is accepted by the District, as amended by this Contract.

6.3 Goals, Objectives, and Pupil Performance Standards.

The goals, objectives and pupil performance standards set forth in the Application are accepted by the District, as amended by this Contract, and subject to the following requirements:

- A. District Accreditation. The School shall be accredited in accordance with written District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §§ 22-7-101 *et seq.*; the Education Reform Act, C.R.S. §§ 22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §§ 22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §§ 22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived. In the event that the School's student academic growth and performance is below the District average for academic and growth performance of District students, the District shall require the School to develop a written performance plan that targets the use of these mill levy proceeds to improve student achievement. Once mill levy proceeds are distributed to the School pursuant to the provisions of paragraph 7.1(B)(ii), the District may review the three-year average of the School's academic and growth performance as measured by Colorado state assessments.
- B. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School acknowledges that these

indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required by state or federal law. Finance, governance, and operations indicators may be incorporated into accreditation indicators in A above.

- C. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.
- D. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response and laws governing incidents of school violence under C.R.S. § 24-10-106.3, and any state regulations governing the operation of school facilities.
- E. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Contract.

6.4 Educational Program Characteristics.

The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed:

West Ridge Academy is a K-8 Core Knowledge school. The Core Knowledge Curriculum is one of the most successful academic programs in the nation. The main education areas of math, science, English and history are covered, but music and art are key components as well. The approach and benefit of the Core Knowledge Curriculum can be summed up by discussing the 4 C's of Core Knowledge: Content-Specific, Cumulative, Coherent, and Cross Curricular.

Further, the School's program is defined by its core beliefs, as follows:

We Believe:

- all children can learn provided they receive proper instruction.
- in providing a small school atmosphere where students are known by name and have a significant relationship with at least one adult in the school.
- that all students are valued and respected.

- all students should learn personal responsibility and a positive work ethic.
- in emphasizing the role of the family in a child's education, which includes providing meaningful parental involvement.

6.5 GED and On-Line Programs.

The School's educational program as contained in the application and currently operated and as reviewed by the District does not include an on-line program pursuant to C.R.S. §§ 22-33-104 *et seq.*, or a GED and the School is accordingly prohibited from offering such online or GED programs.

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

6.7 Tuition and Fees.

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2) and C.R.S. § 22-54-109, other than for PRE-K, full-day kindergarten programs, before and after school programs or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. § 22-32-110(1)(o) & (p) and C.R.S. § 22-32-117. Fees must be submitted to the District Board of Education no later than April 15 of the year before such fees go into effect.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

6.8 English Language Learners.

The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and exiting English language learners.

6.9 Education of Students with Disabilities.

A. IDEA-Eligible Students with Disabilities.

- i. The District shall provide all special education support services for students with disabilities at the School; provided however that the School shall be responsible for hiring special education teacher(s), and support staff in accordance with applicable federal and state law and with the special education staffing formula established by the District. The District will be responsible for hiring related services provider(s) and assigning them to schools in consultation with the School's staff. The District shall reimburse the School for the actual costs of such teachers, providers, and staff hired in accordance with the District's special education staffing formula if the salaries for such employees are consistent with the District's then-current salary schedule.
- ii. The cost for special education services provided by the District pursuant to Section 6.9 is described as the "insurance model". The insurance model means that at the end of each fiscal year, the District will calculate the actual cost of providing special education services to all students in the District. The District will convert that cost to a per pupil amount for all pupil FTE included in the District's official October 1 funded count. This per pupil cost will be withheld from the School's per pupil funding in the next year, with a final adjustment for costs owed to either party occurring no later than September 30. This method reconciles the actual cost or cost reduction for providing special education. District services for special education shall include being responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District agrees to provide detailed information on how the cost of special education services is calculated. The School shall have the right to amend this plan to a cooperative plan or act as its own authorized unit.
- iii. The School agrees to comply with all District policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- iv. The District and the School shall jointly direct the development and/or modification of any IEP for

special education students of the School. The District's Superintendent, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program and mission in the development of IEPs for students enrolled in the School.

- v. The School's special education teachers are required to participate in regular staff meetings sponsored by the District and/or School as appropriate.
- vi. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- vii. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

B. Non-IDEA-Eligible Students with Disabilities. As a recipient of federal funds, the School is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for the protections thereunder. The School agrees to follow District policy in identifying students who are Section 504 eligible and providing them with reasonable accommodation.

6.10 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with state law with the District schools of charter-enrolled students seeking to participate in activities not otherwise sponsored by the School. The student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association "CHSAA" rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

The District is not required to provide transportation of the School's students to other schools in the District to enable them to participate in extracurricular and athletic practices, rehearsals, and meetings, or to otherwise expand transportation provided for such activities and events. The School and/or parents of students enrolled in the School shall be responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either party of any calendar or schedules for extracurricular programs.

6.11 Collaboration with the District.

- A. The School shall provide reasonable notice to the District before entering into any intergovernmental agreements with other government entities.

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

- A. Funding. In each fiscal year during the term of this Contract, the District shall provide funding to the School in an amount equal to one hundred percent (100%) of adjusted per pupil revenues (as calculated pursuant to C.R.S. §22-30.5-112.1) with the adjustment provided for in state law for charter schools formed after 2004 regarding at-risk funding when the School does not match the District's proportion of at-risk students, less (x) the actual amount of the School's per pupil share of the central administrative overhead costs (up to five percent (5%) of per pupil revenue), as provided by law; (y) deductions for purchased services, and (z) other deductions as provided herein and adjusted as provided herein. 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 School's funding by adjustment or set-off in subsequent months.
- B. Bond and Mill Levy Funds.
 - i. Bond Issues. Pursuant to C.R.S. § 22-30.5-404, the District shall have the sole determination of whether or not capital construction is includable in a Bond issue for the School.
 - ii. Mill Levy. The District will share mill levy override revenue with the School on a per pupil basis.
- C. Federal Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Every Student Succeeds Act funding (e.g. Title I, Title II , Title III , Title IV and Title V)

received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

- D. State Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but not limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required or evidence of students enrolled in the School that are eligible for such funds.

7.2 Disbursement of Per Pupil Revenue.

- A. Commencing on July 1 of each fiscal year of the contract term, District per pupil revenue funding as described in Section 7.1.A shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 7.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 7.2.B. Funds shall be disbursed within five (5) days of being received by the District.
- B. The District's disbursement of funds shall be adjusted as follows: December 1 of each year, funding may be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted except as provided herein. Funding may also be adjusted for any services provided by the Contract or other services provided in separate agreements. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding.

7.3 Budget.

On or before March 15 of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide

ESL services necessitated by changes in revenue and/or expenses shall be considered at that time. The budget shall be prepared in accordance with C.R.S. § 22-30.5-111.7(1)(a) and C.R.S. § 22-30.5-112(7) and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the reduction and 3) the date when the school will return to a balanced budget. A material violation of this Section may result in the District initiating remedies described in Section 2.2.I.

7.4 Enrollment Projections.

Beginning with its second year of operation, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 5 percent (5%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 7.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will establish a TABOR Reserve account and ensure that balances are appropriate, in keeping with Colorado Constitutional requirements and consistent with state and District policies and law.

7.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School shall include the following provisions:

- A. The contractor acknowledges that the School is not an agent of the District, and accordingly the contractor expressly releases the District from any and all liability under this agreement.

- B. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board.

7.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The District shall pay for the audit when a common auditor is used. The final audit shall be provided to the District on or before August 31. If, for causes within the School's control, the audit is not provided to the District by August 31 of each year as outlined above, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by August 31 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Any requests for extensions must be approved by the District.

7.8 Financial Reporting.

The School shall provide to the District monthly detailed financial reports by the 15th of the following month. The School shall also prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b), and post required reports pursuant to C.R.S. §§ 22-44-301 *et seq.* Such reports shall be submitted to the District upon request. Year-end reports shall also be submitted upon request.

7.9 Non-Commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of the District and any other person, entity, or organization.

7.10 Loans.

No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entities, without District approval, whose approval shall not be unreasonably withheld, conditioned, or delayed.

7.11 District Loans.

Schools may not borrow funds from the District without approval from the District Board. TABOR reserves must be maintained throughout the fiscal year. If the School has an unplanned emergency that could result in borrowing, the District Chief Financial Officer should be notified to discuss the financial issue, forecast and revised business plan. Notwithstanding this notification, the School has the final authority regarding its financial decisions subject to applicable law.

SECTION EIGHT: PERSONNEL

8.1 Employee Status.

All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School.

- A. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by State and federal applicable laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and C.R.S. § 22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks.

8.2 Reserved.

8.3 PERA Membership.

All the School employees shall be members of the Public Employees Retirement Association ("PERA") and subject to its requirements. The School shall be responsible for the cost of the employer's respective share of any required contributions.

8.4 Equal Opportunity Employer.

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

8.5 Employee Welfare and Safety.

The School shall comply with all District policies/regulations, and all applicable federal and state laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.* and C.R.S. § 24-10-106.3.

8.6 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, §§ 24-72-201 *et seq.*

8.7 Employee Conduct.

All School employees shall comply with applicable District staff conduct policies, including non-discrimination policies, unless expressly waived in writing pursuant to Section 4.5 of this Contract, and applicable state law, concerning staff conduct and staff conflicts of interest.

SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT

9.1 Direct Costs.

The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1.A above. That accounting shall be the basis for the amount withheld for the following school year, reconciled no later than September 30 of each year. The School and District reserve the right to negotiate direct costs on an annual basis.

9.2 District Services.

Except as is set forth in any subsequent written agreement between the School and the District, or as may be required by law, the School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements shall be finalized June 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

SECTION TEN: FACILITIES

10.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 5 days of closing, refinancing or leasing. The School has or shall comply with C.R.S. § 22-32-124, 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 any such facilities for purposes of inspecting the same and as provided in Section 2.1 above. If the School leases or owns other property, they will be fully responsible for that property.

10.2 Use of District Facilities.

The School may use District facilities in accordance with District policies KF and KF-R, Community Use of School Facilities.

10.3 Long-Range Facility Needs.

When the District considers the submission of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

SECTION ELEVEN: CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

11.1 Renewal Timeline and Process.

Subject to the School's right to a Term Extension in accordance with Section 1.1(B), the School shall submit its renewal application by no later than December 1 of the year prior to the year in which the charter expires. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The District Board shall rule by resolution on the renewal application no later than February 1 of the year in which the charter expires, or by a mutually agreed upon date following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution.

11.2 Renewal Application Contents.

In addition to contents required by law, the renewal application should include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due.

11.3 Criteria for Renewal or Non-Renewal and Revocation.

The District may terminate the Contract and revoke the charter for any of the grounds provided by state law, including C.R.S. § 22-30.5-110(3), as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to the following:

- A. Pursuant to C.R.S. § 22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan or a priority improvement plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. § 22-11-406(3).
- C. The District shall comply with all guidelines found in C.R.S. § 22-30.5-110 and any other relevant provisions regarding renewal, non-renewal and revocation.

11.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 2.2.I (i). Termination shall not take effect until the School has exhausted its opportunity to appeal such a decision to the State Board. The District may impose other appropriate remedies (see Section 2.2.I) for breach.

11.5 School-Initiated Closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at

least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of District choice enrollment dates.

11.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) reassignment of students to different schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7 Return of Property.

In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

SECTION TWELVE: GENERAL PROVISIONS

12.1 Order of Precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies

of the District Board that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the charter contract shall take precedence over the Application.

12.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the District Board and the Charter Board and executed by authorized representatives of the parties.

12.3 Merger.

This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and supersede by this Contract.

12.4 Non-Assignment.

Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practicable after the effective date of such change in law, amend this Contract to reflect such change in law.

12.6 No Third-Party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the

parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.7 No Waiver.

The parties agree that no assent, expressed or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

12.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three days after mailing when sent by certified mail, postage prepaid to the Lead Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

12.9 Severability.

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

12.10 Interpretation.

- A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
- B. Business Days. As used in this Contract, "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Colorado are closed.
- C. Counterparts: Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile or electronically by either of the parties shall have the same effect as original signatures.

D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

12.11 Nonreligious, Nonsectarian Status.

The educational program of the School shall be nonreligious, nonsectarian, and, consistent with applicable law and District policy, shall not discriminate against any student on the basis of race, color, creed, national origin, sex, marital status, sexual orientation, gender identity, gender expression, religion, ancestry, disability or need for special education services.

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

WEST RIDGE ACADEMY,
a Colorado non-profit corporation

By: 
President, Board of Directors

ATTEST:


Secretary, Board of Directors

WELD COUNTY SCHOOL DISTRICT 6

By: 
President, Board of Education

ATTEST:


Secretary, Board of Education

ATTACHMENT 1: DISTRICT BOARD RESOLUTION APPROVING THE RENEWAL APPLICATION

See attached Resolution.

HONORARY PROCLAMATION
Of the Board of Education of Weld County School District 6



RESOLUTION Approving the WEST RIDGE ACADEMY Renewal Application and Charter Contract

WHEREAS, in 2010, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the “Act”), the Board of Education (“Board”) of Weld County School District 6 (the “District”) granted a charter to West Ridge Academy Charter School (“School”); and

WHEREAS, on or before November 30, 2022, the School submitted to the Board a charter school renewal application seeking renewal of its charter (the “Renewal Application”); and

WHEREAS, at a public Board meeting held on January 23, 2023, the Board approved an extension of the renewal application as mutually-agreed between the School and the District; and

WHEREAS, District staff have reviewed the Renewal Application and have provided a written recommendation, including the reasons supporting the recommendation, regarding the Renewal Application; and

WHEREAS, District staff also have presented a charter school contract containing terms and conditions acceptable to the District and the School (the “Contract”); and

WHEREAS, at a public Board meeting held on February 13, 2023, District staff presented additional information to the Board regarding the Renewal Application; and

WHEREAS, the Board has thoroughly considered the Renewal Application, Board policy, the Act, and written submissions from the School and the public, the recommendations of District staff, and the Contract.


NOW THEREFORE, BE IT RESOLVED by the Board as follows:

1. That approval of the Renewal Application is in the best interests of the District, its students, and the community, and the School’s charter is hereby renewed for a five-year term, subject to the conditions set forth in this Resolution.
2. That the Contract, in substantially the form and with substantially the content presented at this meeting of the Board, is hereby approved, authorized and confirmed.
3. That the Board President or the Superintendent are authorized to execute the Contract in substantially the form and with substantially the content presented at this meeting, for and on behalf of the District, but with such changes therein as shall be consistent with this Resolution and as the District’s counsel and President or Superintendent shall approve.

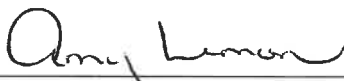
4. That the District and the School shall execute the Contract no later than ten (10) days after the adoption date of this Resolution.

Approved and adopted this 13th day of February, 2023.

WELD COUNTY SCHOOL DISTRICT 6

By: 
Michael Mathews
President, Board of Education

Attest:


Secretary, Board of Education

4849-7109-4362, v. 1

ATTACHMENT 2: ARTICLES OF INCORPORATION AND BYLAWS

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Policies

1. Definitions

As used in this policy handbook, the terms set forth below shall have the following meanings:

- (1) "District" shall mean the Greeley School District 6, commonly referred to as "District 6."
- (2) "WRA" or "school" shall mean West Ridge Academy Charter School.
- (3) "Board" shall mean the board of directors of WRA.
- (4) "Administration" shall mean school personnel who participate in the day-to-day management of school operations (such as the principal).
- (5) "Faculty" shall mean instructional personnel (such as teachers and educational assistants).
- (6) "Staff" shall mean school personnel who are not members of the board, administration, or faculty.
- (7) "Policies" shall mean guidelines adopted by the board herein.
- (8) "Procedures" shall mean operating guidelines, regulations or templates adopted by administration.

2. The School

2.1.Vision and Mission Statements and Core Beliefs

- A. Vision Statement. The vision is to prepare each student with an exemplary educational experience, allowing each child to meet his or her highest academic and character potential.
- B. Mission Statement The mission is to help our students excel to their full potential; the West Ridge community is committed to a rigorous academic learning environment taught by an exemplary staff of passionate educators.
- C. Core Beliefs. The following Core Beliefs have been created to further define the school's new vision and mission statements.
 - 1. WRA believes all children can learn provided they receive proper instruction.
 - 2. WRA believes in providing a small school atmosphere where students are known by name and have a significant relationship with at least one adult in the school.
 - 3. WRA believes that all students are valued and respected.
 - 4. WRA believes all students should learn personal responsibility and a positive work ethic.
 - 5. WRA believes in emphasizing the role of the family in a child's education, which includes providing meaningful parental involvement.

Adopted: Oct. 7, 2013; Nov. 19, 2014; Oct, 10, 2015; Feb., 28, 2022

2.2.School Legal Status

WRA is a Colorado charter school organized pursuant to the Colorado Charter Schools Act, 22-30.5-101 et seq, C.R.S. WRA operates pursuant to a charter granted by the district on December 13, 2010. On September 22, 2010, WRA incorporated as a nonprofit corporation under the Colorado Nonprofit Corporation Act and on October 22, 2010, the Internal Revenue Service issued a determination letter recognizing WRA's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986. Under the Charter Schools Act, WRA is a public school within the district, and its status as a nonprofit corporation does not affect its status as a public school. However, for governance and administrative purposes, WRA operates as a Colorado nonprofit corporation.

Adopted: Oct. 7, 2013; Feb., 28, 2022

2.3.Nondiscrimination

WRA affirms that no person shall, on the basis of race, creed, color, age, national origin, religion, gender, disability, marital status, or sexual orientation be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any educational program or activity, including, but not limited to, employment or enrollment.

Adopted: Oct. 7, 2013; Feb., 28, 2022

2.4 Articles of Incorporation

The WRA Articles of Incorporation are incorporated herein by reference and shall guide the structure and governance of WRA.

Adopted: Oct. 7, 2013; Feb., 28, 2022

2.5 Bylaws

The WRA Bylaws are incorporated herein by reference and shall guide the structure and governance of WRA. Definitions and terminology used herein are to be interpreted as consistent with the bylaws. The board shall resolve any conflicts in terminology between the bylaws and the policies herein.

Adopted: Oct. 7, 2013; Feb., 28, 2022

3. The Board

3.1 Board Self-Evaluation

- A. The board believes that the efficiency and performance of the board directly affects the efficiency and performance of the school. Therefore, the board shall conduct an annual evaluation of its own efficiency and performance including its progress on its strategic plan and as measured by the school dashboard.
- B. The following guidelines shall apply to the board self-evaluation:
 - 1. The evaluation shall be a positive, constructive process, aimed at board improvement.
 - 2. The evaluation shall be conducted using a formal written evaluation.
 - 3. Directors shall evaluate the board collectively and not individual directors.
- C. Board self-evaluation forms shall be distributed in April. The board may discuss the self-evaluation at the regular meeting in May or at a special meeting called for such a discussion. It is important for all current directors to participate.
- C. The board self-evaluation discussion shall not be limited to those items that appear on the form. Free discussion and informal comments are valuable. Specific suggestions for improvement are encouraged.
- D. The board self-evaluation shall be held at an open meeting and all members of the community may attend; however, member and public comment participation shall be limited to a brief public comment session at the beginning of the meeting. Individuals running for election to the board are especially encouraged to attend the discussion to gain knowledge of the manner in which the board operates and how current directors feel the board has performed and can improve.

Adopted: Oct. 7, 2013; Feb., 28, 2022

3.2 Public Attendance at Board Meetings

- A. The board serves at the pleasure of, and represents, the parents. Therefore, the board desires to provide opportunities for any parent to express interest in and concern for the school. Accordingly, all members, as well as members of the community, are cordially invited to attend all open meetings of the board. A time for public comment shall be a part of every regular board meeting.
- B. Meetings are closed to the public only when the board is meeting in executive session. An executive session may be called only to discuss matters not appropriate for public discussion pursuant to 24-6-402, C.R.S. An executive session may be called only upon the affirmative vote of two-thirds of a quorum of directors present. The board may take no formal action in executive session except to approve minutes of prior executive sessions.
- C. Although the board encourages everyone to attend its open meetings, board meetings are to conduct the business of the school. Board meetings are not “public meetings,” but meetings held in public, and accordingly public participation shall be controlled so the board can proceed with its agenda within a reasonable time.
- D. Persons who wish to make requests, presentations, or proposals to the board should direct any inquiry to the executive director or the chairman of the BOD, who shall respond according to the following process:
 - 1. The person shall provide written information to the executive director or the BOD chairman at least two weeks prior to the regular meeting of the board. If presented to the executive director less than two weeks prior to the upcoming regular meeting of the board, the executive director shall decide whether to make a special request of the chairman to include the item in the upcoming regular board meeting or to wait until the next month’s regular board meeting.
 - 2. Written information directly from the person shall be placed in the board packet distributed to directors prior to the regular meeting. If the person so requests and the chairman of the board agrees, the item shall be placed on the agenda for board attention.
 - 3. Persons seeking to add issues to the agenda via the BOD chairman cannot circumvent the Conflict Resolution Policy.
 - 4. If the person requests the board take a particular action, the specific action being requested should be in the written document submitted to the board by the person.
 - 5. If so requested by any director, the person may present additional information or provide clarification when the agenda item is discussed.
 - 6. Parents are free to address comments or concerns to any director at any time. However, if there is a specific remedy or other action being requested, it is required for the parent to follow the procedure set forth above.
 - 7. Notice of meetings of the board shall adhere to the Colorado open meetings law. The public shall be given no less than 24 hours notice of any board meeting.
 - 8. Information regarding individual students or staff members may require an executive session according to the Open Meetings law.

References: 24-6-402 (f), C.R.S.

Adopted: Oct. 7, 2013; Feb., 28, 2022

3.3 Policy Making

- A. The board shall be solely responsible for adopting, revising, and repealing policies for WRA. Policy action by the board shall be accomplished as set forth in the bylaws and as described below.
- B. Only a director may motion the board to adopt, revise, or repeal a WRA policy (“policy change”). Recommendations for a policy change may be made by any member, member of the administration, faculty, or staff, or member of the community may be made to the board by submitting said recommendation through the executive director pursuant to Policy 3.3 above.
- C. Except in cases of emergencies, the board shall follow the following procedure in adopting, repealing, or amending policies for WRA:
 - 1. First Reading
 - a. The proposed policy change text and any necessary summary or narrative shall be provided in writing to the Secretary or Chairman for inclusion in the board packet distributed prior to the board meeting.
 - b. New policies should include the title, sequence number, text, and a revised table of contents.
 - c. Written policy revisions shall reference the policy to be changed. When possible, the entire policy shall be reprinted with revised language in capital letters, underlined, in a different text color, or highlighted, and language to be deleted lined out.
 - d. Policies to be repealed need only reference the policy to be repealed by title and sequence number along with a revised table of contents.
 - e. The proponent director shall submit the policy change to the board by motion for review and debate at the regular or special meeting of the board. The proponent director shall have the first opportunity for discussion and may have other persons comment on the policy change prior to debate.
 - f. Following debate and any amendments to the policy change, the board shall vote on its approval on first reading.
 - g. If the policy change is approved on first reading, it shall be placed in the minutes of the meeting, as amended, and referred for second reading at the next meeting of the board.
 - h. If the policy change is not approved on first reading, the matter shall not be considered again unless a new proposed policy change is submitted in accordance with this Policy for first reading at a future board meeting.
 - 2. Second Reading
 - a. If the policy change was on first reading above, it shall be placed on the agenda and considered at the next regular or special meeting of the board. The second reading motion to approve may be placed on the Consent Agenda.

- b. If the policy change is approved on second reading, it shall become the policy of WRA effective immediately or as specified upon approval, and this policy handbook shall be revised accordingly.

3. Emergencies

- a. Upon a majority vote of the directors present at a regular or special meeting called for that purpose, an emergency may be declared for purposes of making a policy or approving a policy change.
- b. If an emergency is declared, a policy change may be approved on first reading regardless of whether the policy change was submitted in writing to the directors prior to the meeting.
- c. Upon approval of an emergency policy change, it shall become the policy of WRA.
- d. The proponent of the approved emergency policy change shall submit a revised version of the policy to the Secretary for inclusion in the meeting minutes, policy handbook, and for distribution to the directors.

4. Changes to the Policy Handbook

- a. Upon approval, new and revised policies shall be entered into this policy handbook in the appropriate section with a notation of the date of adoption and/or revision and the table of contents updated as appropriate.
- b. Upon approval, a repealed policy shall be stricken from this policy handbook leaving only the word “Repealed” followed by the table of contents title and the dates of adoption, revision, and repeal, as appropriate and the table of contents updated as appropriate.

Adopted: Oct. 7, 2013; Feb., 28, 2022

3.4 Director Conflicts of Interest

A. Purpose. The purpose of this policy is to protect the tax-exempt interest of the school when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a board member or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and federal law that governs conflict of interest applicable to nonprofit and tax-exempt charitable organizations.

B. Definitions

- 1. Interested Person: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- 2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. an ownership or investment interest in any entity with which the school has a transaction or arrangement,
 - b. a compensation arrangement with the school or with any entity or individual with which the school has a transaction or arrangement, or
 - c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the school is negotiating a transaction or arrangement.
3. Compensation includes direct and indirect remuneration as well as gifts or favors that are not substantial.
 4. A financial interest is not necessarily a conflict of interest. Under C.2., a person who has a financial interest may have a conflict only if the governing board decides that a conflict of interest exists.

C. Procedures

1. Duty to Disclose: In connection with any actual or possible conflict of interest an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of the committees with governing board delegated powers.
2. Determining Whether a Conflict of Interest Exists: After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he shall leave the governing board while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists. The governing board will decide if a conflict of interest exists for any committee members with a possible conflict of interest.
3. Procedures for Addressing the Conflict of Interest:
 - a. An interested person may make a presentation at the governing board, but after the presentation, he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairman of the governing board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the governing board shall determine whether the school can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee

shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the school's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflict of Interest Policy: If the governing board or board delegated committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

D. Records of Proceedings: The minutes of the governing board shall contain:

1. The names of the person who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

E. Compensation: A voting member of the governing board who receives compensation, directly or indirectly, from the school for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the school for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the school, either individually or collectively is providing information to any committee regarding compensation.

F. Annual Statements: Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement that affirms such person:

1. has received a copy of the conflict of interest policy,
2. has read and understands the policy,
3. has agreed to comply with the policy, and

4. understands the school is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- G. Periodic Reviews: To ensure the school operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, including the following subject:
1. whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining, and
 2. whether partnerships, joint ventures, and arrangements with any taxable organization conforms to the school's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
- H. Use of Outside Experts: When conducting the periodic reviews as provided in G., the school may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.
- I. Competition in Contracting: In the event that the school determines the need to procure outside suppliers or contractors (other than tax-exempt organizations, governments or government-chartered subdivisions or instrumentalities with similar purposes or for related projects) for an amount in excess of \$25,000, the corporation shall select such contractors on a competitive basis.
- J. Loans: The school shall not make loans to officers, directors or employees.
- K. Private Foundation: The school shall not participate in any transaction not allowed for a private foundation as provided in the Articles of Incorporation.
- L. Special Rule for Grants: No member of the board shall participate in any grant selection process for any period during which any child, grandchild, niece, grandniece, nephew, or grandnephew of such person or his spouse has applied for and is under consideration for any grant.

Adopted: Nov. 18, 2013; Feb., 28, 2022

3.5 Board Review of Administrative Procedures

- A. Administrative procedures and regulations need not be reviewed or approved by the board in advance of issuance except as required by law. However, when there is a potential for strong member, student, faculty, or staff reaction, the procedure or regulation should be approved by the board in advance.
- B. Administrative procedures should reference existing board policies.

- C. The board reserves the right to review administrative procedures at its discretion. However, the board shall not substitute its judgment for that of the executive director and shall require the executive director to revise or withdraw any administrative procedures proposed or issued only when, in the board's judgment, such procedures are inconsistent with the board's policies, District's policies, or applicable law.

Adopted: Oct. 7, 2013; Feb., 28, 2022

3.6 Board Committees and Advisory Committees

A. Committees

1. The board, by resolution adopted by the board, may designate from among its members one or more other committees of the board, each of which, to the extent provided in the resolution, shall have all the authority of the board; except that no such committee shall have the authority to:
 - a. Fill vacancies on the board or any committee thereof;
 - b. Amend the bylaws; or
 - c. Approve a plan of merger.
2. The authority and responsibilities of standing committees shall be expressed in the policy or description thereof. Standing committee membership may be designated by title, such as Principal and Treasurer, rather than by specific director.

B. Advisory Committees

1. The board may commission advisory committees to the board. The advisory committees shall meet at such times as the board shall determine or within their own requirements if given the authority to so designate when commissioned.
2. The advisory committee shall consider, advise upon, and make recommendations to the board with respect to policies of WRA or to pursue goals, goods, or services for WRA in accordance with the vision and mission statements.
3. At least one director shall serve on each advisory committee, but need not serve as the chairperson of the advisory committee. Additional members or members to fill vacancies may be appointed at any regular or special meeting of the board or in such a manner as determined by the board upon the commissioning of the advisory committee.
4. The advisory subcommittee shall appoint its own chairperson and officers, as necessary, unless the board expressly establishes such positions at commissioning.
5. The assigned director shall have the rights and responsibilities to make decisions on behalf of the board in meeting the goals of the advisory committee. However, decision-making powers shall not extend to the advisory committee, unless expressly granted by the board at or subsequent to commissioning, regarding the following:
 - a. Contractual agreements of any kind;
 - b. Expenses greater than \$100; or
 - c. Decisions requiring any adjustment to the long-term plans of the board as reflected in the strategic plan.
6. After the first meeting of the advisory committee, the assigned director shall assume responsibility to submit a work plan to the board. This work plan shall include the goals of the advisory committee and a projected timeline for accomplishment of each goal. After submission of the work plan, the advisory committee need only report to the board when

progress is made specifically associated with the work plan, when approval is required to exceed or expand the decision-making authority of the advisory committee, as required by the board in the commission, or as requested by the Chairman or two directors.

C. Standing Advisory Committees

1. Finance Committee

The finance committee shall be comprised of the executive director and board treasurer and fulfill the financial portion of the school accountability statute. Additional members may be added from time to time by appointment by the board Chair; to include but not limited to staff, community members and one other board member. The finance committee shall meet at least quarterly throughout the school year to discuss:

- a. Budget development to support the schools mission, short and long term financial goals, audits, and other topics that affect the sound financial management of the schools assets ; and
- b. Reporting to students, parents, boards of education, educators, and the community on the financial performance of the school and providing accurate data for the appraisal of such performance, through the WRA Board of Directors.

2. Accountability Committee

The accountability committee shall be comprised of parents, staff, community members and may include one board member and meet at least quarterly throughout the school year to discuss:

- a. Means for determining whether decisions affecting the educational process are advancing or impeding student achievement; and
- b. Reporting to students, parents, boards of education, educators, and the community on the educational performance of the school and providing data for the appraisal of such performance, through the WRA board of directors.
- c. The accountability committee will conduct the annual parent survey after receiving approval for the instrument from the board; prepare or analyze data as requested by the administration; and provide data for the board dashboard as needed.

Reference: 22-11-402, C.R.S.

Adopted: Oct. 7, 2013; Feb., 28, 2022

3.7 Board Use of Data

The board uses data in a variety of ways, including monitoring progress, recognizing gaps, identifying goals, quantifying performance measures, informing needs assessments and determining resource allocation. Herein are some of the data the board uses and how the data is monitored.

- A. Annual student achievement data workshop: In the fall of each year, staff will present to the board a summary of state assessment results, what hypotheses or conclusions the staff has drawn from the data, achievement gaps and trends that have been identified. The workshop will include information garnered from the Unified Improvement Plan (UIP) process. In addition, staff will discuss interim assessments or other metrics used to support state assessment data.

- B. Administrator reports: Quarterly, administration will report to the board on benchmark data in the Unified Improvement Plan, formative assessment data or other data that is of interest to the board.
- C. Parent survey results: The board monitors parent satisfaction data through the annual parent survey administered each year by the School Accountability Committee.
- D. Financial Reports: The board receives monthly financial updates, a fiscal year budget and any necessary revisions following required headcount.

Adopted: Oct. 7, 2013; Feb., 28, 2022

3.8 Board Training and New Board Member Orientation

- A. Board Training: To ensure high quality oversight of the school, the board at WRA is committed to continuous improvement. Board professional development activities shall be selected for their alignment with school goals, results from board self-assessment, and needs assessment. Trainings will be included on the board calendar.
- B. Board professional development will take several forms:
 - 1. Special presentations and speakers at board meetings or work sessions, based on board self-evaluation or needs assessment.
 - 2. External board training opportunities that board members can attend individually or as a group. New board member orientation, which includes being assigned a board mentor and being given documents pertinent to WRA board governance.
 - 3. Online board training modules for Colorado charter school board members, which each board member should complete within the first year of board service.
 - 4. Visits to other school board meetings, i.e. District board meetings and other charter school board meetings.
- C. New Board Member Orientation: All new board members will be expected to participate in new board member orientation. This is in addition to the professional development outlined above for all board members. A board member will meet with each new board member within the first month. At that time, the following topics will be addressed:
 - 1. New board member documents
 - 2. Board member agreement
 - 3. Vision and mission statements
 - 4. The board speaking with “one voice”
 - 5. Confidentiality requirements
 - 6. Training expectations
 - 7. Open meetings compliance
 - 8. Role of the board versus administration’s role
 - 9. School history
 - 10. Conflict of Interest form and process

- D. New Board Member: New board members are free to seek assistance, ask questions, and request background information from any board member as needed.
- E. New Board Member E-File: Each new board member shall receive a file with the following documents:
 - 1. Vision and mission statements
 - 2. Board member and key administrator contact information
 - 3. Bylaws
 - 4. Articles of Incorporation
 - 5. Current contract with the District, including addenda
 - 6. Board policies
 - 7. Strategic plan from the previous two years
 - 8. Board calendar
 - 9. Board member agreement
 - 10. Training materials
 - a. Open meetings & open records memo
 - b. CDE board training handbook

Adopted: Feb. 28, 2022

3.9 Agenda Setting

- A. Timeline: Board agenda items should be submitted to the chair one week prior to board meetings. board agendas, including board packet items, shall be distributed to the board prior to the meeting.
- B. Focus of Agendas: Board agendas will be focused to address the board's priority for effective and efficient governance. Whenever possible, information should be submitted in writing to the board and included in board packets so that board members have the opportunity to read and contemplate the material prior to the board meeting. Only in unusual circumstances should additional board agenda items be added at the beginning of the meeting. Agenda items should always explain what action, if any, is intended for the board.

Adopted: Dec. 9, 2013; Feb. 28, 2022

3.10 Board Election Procedure

- A. Number and Qualifications. Members of the board of directors of the school shall be natural persons at least eighteen (25) years of age or older. The minimum number of directors shall be five (5) and the maximum number shall be nine (9). By resolution the board shall establish the number of directors to serve on the board at any time and any other qualifications necessary to serve on the board, The executive director of the school shall serve as an ex- officio representative to the board and shall have no voting rights.

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- B. Board members may not be teachers or other paid employees of the school and shall not have an immediate family member (spouse or child living in the board member's home) employed by the school.
- C. Election. Directors shall be elected at the annual meeting by the parents and faculty of the school, in accordance with Article 3 of the bylaws and with the procedures established by resolution of the board. Each director shall hold office until the conclusion of his or her term and until his or her successor is nominated, approved and qualified, or until his or her death, resignation or removal. At each annual meeting of directors, the successors of those directors whose term then expires shall be elected to serve until such person's successors are elected and qualified, or until their death, resignation or removal.
- D. Terms. Directors shall serve four year terms. Each director shall hold office until the conclusion of his or her term and until his or her successor is elected and takes office, or until his or her death, resignation, or removal. A director may serve two consecutive terms, after which time a director may not serve on the board for at least one year. The terms of the directors shall be staggered in accordance with the following provisions: Upon the expiration of the initial staggered terms, directors shall be elected for terms of four years to succeed those whose terms expire.
- E. Classes of Directors. Following the expiration of terms of all the initial directors, there shall be two (2) classes of directors on the board: parent directors and community directors.
- F. Parent Directors. There shall be at least three parent directors on the board of directors at all times following the expiration of terms of the initial directors. Parent directors must be parents, grandparents or legal guardians of student(s) enrolled at all times during their term as parent director. Removal of the student(s) from the school will disqualify the parent director from serving on the board of directors. Parent directors cannot be paid employees of the school. These parent directors are considered regular voting directors.
- G. Community Directors. There shall be at least four community directors on the board of directors at all times following the expiration of terms of the initial directors. Community directors are those who have no children, grandchildren, or legal guardianship over any children attending the school, however they are representative of the area(s) the school services. Community directors cannot be paid employees of the school. "Community" is broadly defined to include, but not limited to: business people, grass roots or civic activists, professionals, volunteers, lay people or other interested peoples who live in the communities serviced by the school. Community directors, who enroll their children, grandchildren, or legal guardians in the school, may retain their board representation by a simple majority vote of the board. These community directors are

regular voting directors. Number of community directors shall exceed the number of parent directors.

- H. **Ex-officio Representative.** The executive director of the school shall serve, ex-officio, as representatives of the administration entitled, as further provided herein, to participate in board meetings. The executive director may present a report at each meeting. The executive director will be allowed, at times reasonably to be determined by the Chair of the board, to address the board on any issue, but shall not have a vote on any matter before the board of directors. The board of directors may exclude the executive director from executive sessions of the Board.
- I. **Applications and Qualifications.** Letters of application will be accepted from board candidates. Interviews will be conducted either by the entire board of directors, or an appointed committee of the board. Board applicants must be parents, and/or members of the community who exhibit and profess a strong desire to be involved in the success of the school. Board applicants must also exhibit a strong moral behavior and be willing to give of their time, energy, and abilities to help the school achieve its stated mission and purpose. Board applicants must demonstrate an ability and willingness to attend all board meetings, and to work with other directors, school staff and faculty, and others in achieving specific goals or completing projects adopted by the board of directors. Board applicants that are moved forward will be required to complete a background check.
- J. **Board Nominations.** The board of directors may designate a board nominating committee that will be responsible for establishing the procedures and timeline for soliciting and interviewing candidates to fill new terms, prior to the expiration of the existing term, and/or vacancies for representatives as they occur. If the nominating committee is not convened and/or fails to do its duties, the board itself shall be responsible to fulfill those duties.
- K. **Annual Meeting.** The annual meeting of the board of directors shall be held on such date and at such time and place as the board of directors may determine. The annual meeting of the board of directors shall be for the purpose of electing directors and officers if replacements are needed, approving a budget for the school, and for the transaction of such other business as may come before the meeting.

3.11 Religious Expression

A. Religious expression in a public school, like West Ridge Academy, requires careful consideration. The First Amendment both prohibits government entities (which includes public schools) from establishing religion and protects private individuals when engaging in religious activity. The school may impose reasonable time, place, and manner restrictions on all speech, including religious speech, in order to advance the educational objectives of the school. In other words, West Ridge Academy can take steps to ensure that religious expression does not impact learning by students.

B. By way of example, a teacher (as a representative of the government) may not lead a class in prayer, but a student (who is a private citizen) may pray before a test or a meal, or at any other time, so long as it does not disrupt the learning process. Students may express their religious beliefs in homework, artwork, and other written and oral assignments so long as student submissions are responsive to the assignment. For instance, if a teacher asks students to write an essay about their hero, a student may write about a religious figure being his or her hero without any adverse effect due to the religious content of the answer. Of course, the teacher may, and should, grade that essay like any other, using it to assess whether the student has learned the grammatical, rhetorical, or other lessons the teacher has been trying to teach. Students are free to discuss religious topics among themselves during free time to the extent the participants wish to do so.

C. Teachers, in addition to other school staff and administrators, wear two hats: government representative and private individual. Almost always at school, teachers are representatives of the school, especially when interacting with students and parents. In that role, teachers may not impose or advance, or reasonably appear to impose or advance, any set of religious beliefs. In limited circumstances, however – for example, on their breaks and when not interacting with students – teachers may behave as private individuals. For instance, in such a circumstance, a teacher may pray over his or her meal or read devotional material.

D. Some situations are complicated, so contact the Executive Director if you need further guidance.

Adopted: Feb. 28, 2022

4. Administration

4.1 Administration Structure

- A. WRA shall have an executive director as its administrator who shall serve as an at-will employee at the pleasure of the board and may be terminated by the board, at the board's sole and absolute discretion, with or without cause.
- B. The executive director shall be responsible for the day-to-day management and operation of the school.
- C. The executive director shall provide the board an organization chart at least annually that includes, at least, the structure of the administration, faculty, and staff.
- D. The executive director shall update the organization chart from time to time and as necessary to effectively administer WRA in accordance with the vision and mission statements.

Adopted: Oct. 7, 2013; Feb. 28, 2022

4.2 Job Description - Executive Director

- A. Desired Qualifications
 - 1. An advanced degree in education and/or business administration.

2. Three years of successful administrative experience.
3. Five years of successful teaching experience.
4. Demonstrated experience in the use of data management.

B. Leadership Duties

1. Demonstrates commitment to administering WRA in accordance with its vision and mission statements and communicates the vision and mission to school personnel, students and the community.
2. Models WRA's values for students, staff, parents/guardians, and the board.
3. Is a visible leader maintaining frequent contact with students and school personnel.
4. When practical, exercises a participatory management style with school personnel.
5. Demonstrates effectively written and oral communications.
6. Fosters a climate of innovation.
7. Facilitates activities for students, members, and school personnel to encourage community and shared purpose.

C. Educational Leadership Responsibilities

1. Interviews, hires, evaluates and supervises administration, faculty, and staff and reports all staff retention and recruiting.
2. Coordinates any extraordinary interruption to the education process with the board.
3. Oversees planning and evaluating of programs and priorities.
4. Coordinates design of curriculum with faculty.
5. Administers all school-based programs.
6. Assists faculty in evaluating their instructional methods and materials.
7. Designs schedules.
8. Develops cooperation and teamwork among school personnel.
9. Assists school personnel in accommodating individual student needs and abilities.
10. Monitors student progress, discipline, health, and safety.
11. Provides perspective on educational issues to the board.
12. Establishes a plan for improvement of instruction, adherence to school philosophy, and compliance with school policies.
13. Assists the board in evaluating the school's progress towards established priorities and goals.
14. Provides leadership for the staff in the use of data and manages data for the entire school.

D. Community Relations Duties

1. Develops and promotes a professional relationship with the board, school personnel, members, students, and the community.
2. Seeks and considers opinions of others in a timely fashion.
3. Provides information to the community, the media, and other interested parties about WRA, its vision and mission, and its progress towards goals.
4. Serves in a liaison capacity with the District on any administrative and/or educational matters.
5. Assists with the recruiting, scheduling, and training of volunteers within the school.
6. Ensures compliance with all applicable federal and state laws and regulations, district regulations and policies, and other requirements of the charter or contracts with the District.

E. Managerial Duties

1. Approves and authorizes:
 - a. Building usage
 - b. Expenditures within the approved budget.
 - c. Temporary and permanent record storage and maintenance
 - d. Building maintenance
 - e. School-based activities and schedules
 - f. Purchase and utilization of material resources
 - g. Purchase and utilization of equipment
 - h. Purchase and utilization of textbooks and supplies
2. Establishes an organization model for the school, including creating and maintaining an organization chart and job descriptions for school personnel.
3. Plans and implements the personnel development program.
4. Delineates all responsibilities and authority, establishing lines of communication and supervision.
5. Develops enthusiasm and promotes positive morale among school personnel, students, and members.
6. Prepares and recommends to the board a master budget, along with the Finance Committee.
7. Provides for the generation, maintenance, and distribution of a parent focused school calendar as well as an internal master calendar.

Adopted: Oct. 7, 2013; Feb. 28, 2022

4.3 Public Elections - Non-School Based

- A. WRA, the board, nor its affiliated entities shall expend resources in connection with supporting or opposing any candidate for political office or any issue in public election.
- B. This policy shall not be interpreted to preclude the payment of administrative costs of placing an issue before voters in a public election.
- C. In the interest of broadening public participation in and awareness of the political process, the board may, on a nonpartisan basis, invite candidates or sponsors and opponents of issues to appear at school functions to address parents or to place written statements in WRA's newsletters or on its website. The board shall decide whether to invite candidates and sponsors/opponents of issues on a case-by-case basis. If candidates and/or sponsors or opponents of an issue are invited to speak or to provide written statements, the board shall ensure that both sides are given an equal opportunity to participate.
- D. If the board allows such an opportunity and one candidate or supporter/opponent of an issue declines the opportunity to participate, either specifically or by failing to appear or provide a written statement, the board may allow the participating candidate or sponsor/opponent to go forward with the opportunity to speak or provide written statements.

Adopted: Oct. 7, 2013; Feb. 28, 2022

4.4 Conflict Resolution

WRA supports voluntary resolution of conflicts, problems, and concerns between two parties regardless of their positions or roles. WRA firmly believes most issues can be handled quickly and appropriately to everyone's satisfaction. The following grievance process should be followed in situations of concern:

- A. Any member having concerns with school personnel shall address that concern one-on-one with the person with whom they are having a problem.
- B. If a resolution is not established within a reasonable amount of time, the parties shall raise the concern with the executive director unless the concern involves the executive director (see below). The two conflicting parties shall define "reasonable amount of time". At no time shall the timeframe be extended without mutual consent of both parties.
 1. If the parties cannot agree on a timeframe, they are required to bring the conflict to the executive director for the purpose of establishing the timeframe for resolution.
 2. In doing so, the executive director, or his/her designated representative, shall then mediate the conflict, ensure timelines are followed, and ensure the conflict is resolved.
- C. If the concern is with the principal and no resolution has been established from bringing the concern to the principal, the person in conflict with the executive director may take the concern to the board Chairman.
 1. The board shall follow the same procedure as paragraph a. above to set a timeframe.
- D. If conflicting parties and/or the principal are not able to find a resolution that is mutually agreed upon by all parties, then the executive director shall immediately bring the conflict to the attention of the board. The opposing party may also bring the conflict to the attention of the board Chairman.
- E. The board, in regular or executive session, shall review any conflict(s) brought before it as requested and as permitted by law. The board shall do one or all of the following:
 1. Remand the conflict back to the executive director, with a directive to find a reasonable and quick resolution.
 2. Remand the conflict back to the two parties, with the executive director mediating the conflict.
 3. Mediate the conflict and render a decision to resolve the conflict.
- F. If any conflict involves individual safety, a threat to the preservation or security of WRA's facilities, or a direct or blatant violation of school policies or procedures, the board shall be notified immediately by the school executive director, school personnel, or member.

Adopted: Oct. 7, 2013; Feb. 28, 2022

4.5 Annual Executive Director Evaluation And Renewal Process

- A. The executive director will be evaluated by the board at least annually using an instrument approved by the board. The evaluation instrument must be aligned with the WRA vision and mission and reflect goals and strategies documented in the board's strategic plan. Each board

member will individually evaluate the executive director. Individual results will be aggregated by the board chair and distributed to the executive director and individual board members at least one week prior to the board meeting at which the executive director's evaluation will be discussed. The board will meet in executive session, pursuant to 24-6-402(4)(f), C.R.S. to discuss the evaluation results with the executive director.

- B. No later than the April board meeting each year, the board will determine whether or not to renew the executive director's contract for the upcoming school year.

Adopted: Feb. 28, 2022

4.6 Parent Involvement and Responsibility

- A. **Parental Choice:** WRA is a school of choice. This means that parents will have an option to select the school's educational philosophy for their children. The school believes that its design will result in parents wanting to play a strong role in their children's education. When parents have the opportunity to choose the kind of education they prefer, they will find the necessary energy, time, and resources to devote to their children's education. The school anticipates that parents will be directly engaged in tutoring, coaching, classroom instruction, and providing other necessary and invaluable assistance.
The family naturally provides the most influential and effective context for basic lifelong learning and teaching. The school's governance will be structured to recognize the primary of the family's necessary influence over their children.
The segment of any community that can be most trusted to make good educational decisions for children to the betterment of both the student and the greater society are the parents. Regardless of educational level, income, or lack of support, parents of all backgrounds (particularly those who, because of limited finances, cannot choose which neighborhood to live in or which private school to attend) as a group come forward when given a real option and choose successful programs.
- B. **Parental Involvement:** For this reason, and at the discretion of the classroom teacher, parents will be invited to assist with lessons or learning projects in all subjects, depending on their interests and expertise. Parents will also be encouraged to spend time reading aloud to children at school and/or in the home, coaching them in skill development, and otherwise contributing time and talents in a variety of ways. The school will encourage every adult – parents, step-parents, grandparents, aunts and uncles – to take a special interest in the lives of the school's students, to act as mentors and tutors, and to instill in every student a love of learning.
Parents will work in conjunction with the staff to ensure the most effective education possible for their children. To this end, parents will be responsible for knowing and understanding the contents of the school's charter, and be encouraged, but not required, to participate on school committees and provide other volunteer services as they are able. Parents will respect the authority of the teacher in the classroom. Parental involvement will be actively encouraged, but parents will need to understand their limits when recommending specific actions or changes in the classroom. Parents will be encouraged to understand from their child's teacher the rationale behind the way things are done. However, concerns regarding issues such as curriculum, values, or philosophy will be directed to the administration, where they can be handled according to the

proper communication pathways. The opportunity of parents to choose the school and its well defined educational program will not include the right to demand individual preferences within the classroom. All parents are required to comply with Policy 10.1 Volunteers.

Adopted: Dec. 9, 2013; Feb. 28, 2022

4.7 Delegation to Executive Director

- A. Executive Director Authority: All board authority delegated to staff is delegated through the executive director, so that all authority and accountability of staff – as far as the board is concerned – is considered to be the authority and accountability of the executive director. As long as the executive director uses any reasonable interpretation of the board’s goals, as defined in the board’s strategic plan, board policies, or adopted motions, the executive director is authorized to make all decisions, take all actions, establish all procedures, and develop all activities.
- B. Board Authority: Only decisions of the board acting as a body are binding upon the executive director. Decisions, or instructions from individual board members, officers, or committees are not binding on the executive director except in rare circumstances when the board has specifically authorized such exercise of authority. In the case of board members or committees requesting information or assistance without board authorization, the executive director can refuse such requests that require, in the executive director’s judgment, a material amount of staff time or funds or are disruptive.

Adopted: Dec. 9, 2013; Feb. 28, 2022

4.8 External Investigations

The executive director will notify the board of any law enforcement or social services investigation that takes place on school grounds involving students, volunteers, employees, or parents. The executive director will inform the board that the investigation occurred and, unless instructed otherwise by law enforcement officials or the school’s legal counsel, the nature of the investigation. The executive director will not disclose names of the individuals involved unless it is public record, or necessary to ensure safety at the school.

Adopted: Dec. 9, 2013; Feb. 28, 2022

4.9 Staff Handbook

The staff handbook is revised each year by the June board meeting at which time the board will consider it for adoption. The staff handbook applies to all employees of WRA and provides general policies and procedures, information about benefits and rules of conduct. WRA employees are employees of the charter school and not the school district; thus, the handbook supersedes any publication of district staff policies. WRA employees are employed at-will.

Adopted: Apr. 7, 2014; Feb. 28, 2022

4.10 Board Member Compensation, Insurance and Liability

- A. Compensation: Board members shall receive no compensation for their services. However, upon the submission of vouchers and supporting bills for expenses incurred in carrying out specific services previously authorized by the board, board members may be reimbursed from district funds.
- B. Insurance and Liability: The board shall purchase liability insurance and errors-and-omissions insurance to protect its members individually and collectively for claims made against them as a result of their board membership on the board.

Adopted: Apr. 7, 2014; Feb. 28, 2022

4.11 Board Powers and Responsibilities

- A. The board considers that its most important functions fall into the following categories:
 - 1. Policymaking: The board is responsible for the development of policy and for the employment of the executive director who will carry out its policy through the development and implementation of administrative procedures.
 - 2. Educational Improvement Planning and Appraisal: The board is responsible to collect data sources that will drive continuous school improvement and enable it to make the best possible decisions about the school's educational program. At least quarterly the board will conduct an appraisal of the educational program using a variety of data points and focused on results, not process.
 - 3. Financial Resources: The board is responsible for adopting a budget that will provide for the school's needs to carry out the educational program. The board is responsible for exercising control over the finances of the school to ensure the proper use of, and accounting for, all school funds.
 - 4. School Facilities: The board is responsible for determining short and long-term school facility needs and for negotiating provisions to acquire an appropriate facility.
 - 5. Communication with School Stakeholders: The board is responsible for providing adequate and direct means for keeping school stakeholders, to include but not be limited to, parents/guardians, students, and the local community informed about the school and its educational program priorities.
 - 6. Appeals: The board is responsible for acting as an appeal authority for school staff members and students and their parents/guardians when issues involve board policies and their fair implementation. The board's authority to consider an appeal is only after the appropriate communication pathway has been exhausted. Appeals will be heard in writing.
- B. The board may exercise the above powers and duties only when convened in a legally constituted meeting. All powers of the board lie in its action as a group.

Adopted: Apr. 7, 2014; Feb. 28, 2022

4.12 Board Executive Session

- A. **Vote to Enter Executive Session:** All meetings of the board shall be open to the public except that at any regular or special meeting the board may proceed into executive session upon affirmative vote of two-thirds of quorum present.
- B. **Action in Executive Session:** The board shall not make final policy decisions nor shall any resolution, policy, or procedure be adopted or approved nor shall any formal action of any kind be taken during an executive session. The board is authorized to approve written minutes of an executive session, if minutes are taken.
- C. **Notification:** Prior to convening in executive session, the board chair shall announce the topic of the executive session, which shall be reflected in the minutes. The board shall include the specific citation to statute authorizing it to meet in executive session when it announces the session and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.
- D. **Statutory criteria for permissible executive sessions include (each topic is a subsection of C.R.S. 24-6-402(4)):**
 - 1. Purchase, acquisition, lease, transfer, or sale of any real, personal, or other property. However, no executive session shall be held to conceal the fact that a member of the board has a personal interest in such a property transaction.
 - 2. Conferences with an attorney for the purpose of receiving legal advice on specific legal questions. The mere presence or participation of an attorney at an executive session shall not be sufficient to satisfy this requirement. In the event this provision is utilized by the board, the public record of the meeting shall contain written documentation of the attorney's participation on a form provided by the attorney.
 - 3. Matters required to be kept confidential by federal or state law or regulations. An announcement will be made indicating the specific citation to federal or state law, which is the reason the matter must remain confidential.
 - 4. Specialized details of security arrangements or investigations.
 - 5. Determination of positions relative to matters that may be subject to negotiations, development of strategy for negotiations, and instruction of negotiators.
 - 6. Personnel matters except if an employee who is the subject of an executive session requests an open meeting. If the personnel matter involves more than one employee, all of the employees must request an open meeting. Discussion of personnel policies that do not require discussion of matters specific to particular employees are not considered "personnel matters." Further, discussions concerning a member of the board or the appointment of a board member are not considered "personnel matters."
 - 7. Consideration of any documents provided under the mandatory nondisclosure provision of the Open Records Act, except that consideration of work product documents and documents subject to the governmental or deliberative process privilege must occur in public meetings unless an executive session is otherwise allowed.
 - 8. Discussion of individual students where public disclosure would adversely affect the person or persons involved.

- E. Guests: Only those persons invited by the board may be present during any executive session regardless of the topic of the session (including personnel matters).
- F. Recording: The board shall cause an electronic recording to be made of the executive session in accordance with applicable law. Such a record shall be retained by the Board for 90 days following the session. No record shall be made of an executive session held for the purpose of discussing an individual student matter or of a session in which the discussion involves privileged attorney-client communication. The record must include the specific statutory citation to the executive session law that allows the board to meet in executive session.

Adopted: Apr. 7, 2014; Feb. 28, 2022

4.13 Board Communication with Staff

- A. Single Employee: The board's only employee is the executive director. The executive director employs all of the WRA staff. However, sometimes communication with the school staff may be necessary for facilitating the continuous improvement of the educational program and for the proper disposition of personnel problems, which may arise from time to time.
- B. Communication to the Board: All reports or communications from WRA staff members shall be submitted to the board through the executive director. Exception to this policy will include, but not be limited to a claim of sexual harassment or something of a similar nature against the executive director. Employee claims of not being treated fairly will not be exempt from this communication pathway.

Adopted: Apr. 7, 2014; Feb. 28, 2022

5. School Personnel

5.1 Staffing Philosophy and Goals

- A. WRA endeavors to employ dynamic, effective, well-qualified, and efficient personnel to carry out a constantly improving educational program.
- B. WRA's specific personnel goals are as follows:
 1. Recruit, select, employ, and retain the best qualified personnel available to operate the school;
 2. Provide equal employment opportunities for all candidates for positions in accordance with WRA's non-discrimination policy (Policy 2.3);
 3. Develop high quality human relationships to foster high levels of personnel performance and satisfaction;
 4. Deploy available personnel to use their skills and experience as effectively as possible to achieve WRA's goals and objectives;
 5. Develop and manage a personnel compensation, leave, and benefit program to attract and retain qualified employees;

6. Manage the development and maintenance of job descriptions to ensure all personnel fully understand their role at WRA;
7. Oversee an employee evaluation program to contribute to the improvement of personnel performance and professional development.
8. Administer effective personnel policies to create and maintain a positive working relationship between the board, the administration, and school personnel.

Adopted: Oct. 7, 2013; Feb. 28, 2022

5.2 Personnel Evaluations

- A. **Rationale:** Effective personnel evaluation is essential to assure and maintain quality instruction of students with efficient and effective support services at WRA. The goals of this personnel evaluation policy are:
 1. To assist the faculty in understanding the effective teaching and professional expectations of the administration and the board;
 2. To improve the faculty professional development and interpersonal performance through the use of job targets and goals; and
 3. To have an evaluation process in place to determine continuance of employment, promotion, and/or compensation of all school personnel.
- B. **Faculty Evaluation**
 1. **Role of Executive Director:** The executive director shall oversee the WRA evaluation procedures and use instruments approved by the board. Summative evaluations on the faculty shall be completed by the April board meeting each year at which time the executive director shall provide a report of such completion and when the executive director will make faculty decisions for the next academic year.
 2. **Form:** The faculty evaluation process shall comply with the Licensed Personnel Evaluations Act on an instrument approved by the board.
 3. **Frequency:** All staff will have a minimum of one evaluation per year. If at any time the executive director identifies a teacher in need of additional assistance, the executive director may add informal or formal evaluations. The goal of the additional evaluations is to help the teacher resolve any performance issues identified by the executive director.
 4. **Process:** Faculty members shall receive a copy of the WRA Faculty Evaluation Policy in their personnel handbook. This policy shall be reviewed with the faculty during the August in-service period each year.
- D. **At-will Provision:** Notwithstanding this policy, each employee of WRA may be terminated by the executive director, with or without cause and will be reported to the board. Each employee specifically acknowledges, by returning a signed offer letter, that the employee is an at-will employee and that there have been no promises of continued employment at WRA from any of its agents or representatives.

Adopted: Oct. 7, 2013; Feb. 28, 2022

5.3 School Personnel Conflicts of Interest

- A. Any school personnel engaged in additional employment outside of WRA shall notify the executive director in writing. Such notification shall include the job responsibilities and time requirements of the outside employment.
- B. At no time shall any employee of WRA engage in any additional employment that would:
 - 1. Adversely affect their usefulness as employees of the school;
 - 2. Make time and/or energy demands upon the individual that interfere with their effectiveness in performing their duties;
 - 3. Compromise or embarrass the school;
 - 4. Adversely affect their employment status or professional standing; or
 - 5. In any way conflict with or violate professional ethics or WRA's policies.
- C. Faculty may not engage in any other employment or in any private business during the hours required to fulfill assigned educational duties.
- D. Faculty may not engage in the provision of educational services outside of their school responsibilities or outside of school hours without notifying the executive director in writing. The faculty member shall provide any advertisement for such services at his or her own expense and shall specifically state whether the services offered are endorsed, sanctioned, or sponsored by WRA.
- E. Employees may not sell any books, supplies, musical instruments, or equipment to any student or members unless prior written approval has been received from the executive director.
- F. No administrator shall be responsible for the supervision and/or evaluation of a relative.

Adopted: Oct. 7, 2013; Feb. 28, 2022

5.4 Title IX Policy

- A. Purpose: West Ridge Academy ("WRA") aims to provide a safe learning and working environment that is free from sex-based discrimination and sexual harassment for students, employees, and community members. The purpose of these procedures is to ensure prompt and equitable resolution of all such complaints. WRA prohibits sexual harassment under Colorado and federal law, including violations of Title IX of the Education Amendments of 1972 ("Title IX"), Title VII of the Civil Rights Act of 1964, and the Colorado Anti-Discrimination Act. WRA's prohibition extends to all forms of illegal sexual harassment, including conduct based on sexual stereotypes, sexual orientation, and transgender status. This policy incorporates the changes implemented under the revised Title IX regulations issued by the United States Department of Education that became effective August 14, 2020.

This policy shall be available in the administrative office of WRA, and posted on the WRA website, and accessible on WRA's intranet website for employee access.

- B. Scope of this policy: This policy addresses sexual harassment. Other WRA policies that may be

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relevant to the same or similar situations are:

- a. General Grievance Policy as noted in the Student/Parent Handbook
- b. WRA Employee Handbook
- c. Mandatory Child Abuse & Neglect Reporting (Section 1.2.b)

WRA employees are advised to refer to other applicable policies as well as to consult with the WRA Human Resources Department to ensure each situation receives a full and appropriate response.

C. Title IX Coordinator Contact Information: WRA'S Title IX Coordinator may be contacted at:

Annette Overton, SPHR,
SHRM-SCP, Human Resources,
Greeley Evans School District 6
970-348-6070
joverton@greeleyschools.org
1025 9th Avenue/3rd Floor,
Greeley, CO 80631

- D. Notice To WRA: WRA cannot respond to sexual harassment unless it knows about it. Thus, WRA encourages all students, employees, and community members to report any allegation or information about sexual harassment to any WRA employee, including its Title IX Coordinator.
- E. Actual Knowledge: All WRA employees are obligated to report (i) any allegations of sexual harassment or (ii) any information that causes them reasonably to believe there has been conduct that constitutes sexual harassment. Parents, students, or others may also make reports. Such reports may be made to any WRA employee, who has an obligation to report it to WRA's Title IX Coordinator. To Report a Student, Employee, or Community Member, submit a report either by using Exhibit 1 ("Report of Sexual Harassment") or by providing the information from Exhibit 1 to WRA's Title IX Coordinator.
- F. WRA'S Response To a Report: Upon receiving a report of sexual harassment, the Title IX Coordinator shall promptly and confidentially contact the Complainant. The Title IX Coordinator must:
 - a. discuss the availability of Supportive Measures;
 - b. consider any request for Supportive Measures,
 - c. inform the Complainant that Supportive Measures are available without regard to whether the Complainant does or does not file a formal complaint; and
 - d. explain the process for filing a formal complaint, if applicable. Without regard to whether a formal complaint is filed, the Title IX Coordinator shall complete the form located on the WRA website for a Report of Sexual Harassment or see Exhibit 1. The Title IX Coordinator must complete these steps as soon as practicable but no later than seven calendar days after he or she receives the report of sexual harassment.
- G. Supportive Measures: Supportive measures are non-disciplinary, non-punitive individualized services designed to restore or preserve for the Complainant equal access to WRA's educational programs and activities (including employment), without unreasonably burdening the other

party (*i.e.*, the Respondent), and offered without charge. Supportive Measures may include, without limitation, counseling, mentoring, class modification, schedule changes, monitoring, supervision, or restorative justice activities, as deemed appropriate by the Title IX Coordinator. At the appropriate times, the Title IX Coordinator should offer Supportive Measures to both the Complainant and Respondent. The Title IX Coordinator must offer Supportive Measures to the Complainant as given in the prior paragraph. The Title IX Coordinator must offer Supportive Measures to the Respondent as soon as practicable and no later than seven calendar days after the Respondent has been notified of the filing of a formal complaint. The Supportive Measures for each Party may change over time, and the Title IX Coordinator must remain responsive to the Parties throughout the entire process. The Title IX Coordinator should ensure that effective Supportive Measures are provided until final resolution.

- H. Failure To Offer Supportive Measures: If supportive measures were not offered in response to a report or a formal complaint, the Title IX Coordinator must document in detail why such failure was reasonable under the circumstances.
- I. Formal Complaint: Any person (including a Complainant) may report sexual harassment to the Title IX Coordinator at any time. A report may be made in person, by email or any other form of electronic communication, by mail, by telephone, or by any other effective means. The report must include the nature of the alleged violation; names of the person(s) responsible for the alleged violation (if known); and any other relevant background information. A Complainant (or their parent or guardian, if appropriate) or the Title IX Coordinator, but not a third-party reporter, may sign a complaint. At the time of a complaint, the Complainant must be participating in or attempting to participate in the School's education program or activities (including employment). Upon the filing of a formal complaint, the Title IX Coordinator shall offer Supportive Measures (if not already offered or provided) to both the Complainant and Respondent. Complainants will be asked to complete the form located in Exhibit 2 of this policy. Completion of this form by a Complainant is not required to file a complaint.
- J. Informal Resolution: If and only if (a) a formal complaint is filed, and (b) the complaint does not concern alleged harassment of a student by a School employee, the Parties may voluntarily agree in writing to an alternative form of informal dispute resolution, such as restorative justice procedures, mediation, fact-finding, or arbitration. Parties may withdraw from such a process at any time before written agreement to a defined process. Agreements to informal resolution that would displace formal investigation (*e.g.*, binding arbitration) require approval of the Title IX Coordinator. Once all Parties have executed a written agreement to use alternative dispute resolution, without objection by the Title IX Coordinator, that agreement is binding by its terms. The Title IX Coordinator may disapprove of the use of alternative dispute resolution for certain complaints, including but not limited to complaints of sexual violence, or refuse to approve certain agreements, including but not limited to those containing onerous terms, and proceed with formal investigation. If informal resolution is attempted and unsuccessful (*e.g.*, a restorative justice process that does not reach the hoped-for resolution), the matter may return to formal investigation.
- K. Administrative Leave – Emergency Removal – Safety Plans: WRA may place a Respondent who is an employee on Administrative Leave while allegations are investigated and resolved.

WRA may remove a Respondent who is a student if removal is necessary to protect the student or another person from an immediate threat to physical health or safety. Removal of a student who is on an IEP or Section 504 plan is subject to compliance with requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act, as applicable. If a Complainant and Respondent remain in the School pending or following investigation, the Title IX Coordinator shall determine if a safety plan is advisable and, if so, initiate the process for creating a written safety plan. A decision not to create a safety plan should be documented in writing.

- L. **Presumption of Innocence – Burden of Proof:** At the outset of any investigation, the Respondent is presumed not responsible for sexual harassment. The burden of proof to overcome the presumption is that a violation of the prohibition on sexual harassment is more likely than not; that is, a violation has been proven by a preponderance of the evidence. Throughout each investigation, the Complainant and Respondent shall each be treated with respect and in an equitable manner.
- M. **Summary Dismissal – Relation to Discipline:** If the Investigator determines that the allegations in a Formal Complaint do not meet the definition of sexual harassment (or other prohibitions specific to this policy), or they indicate the conduct did not occur in WRA's educational program or activity, the Investigator shall summarily consider the incident as resolved according to the original complaint provided. If the Respondent withdraws from WRA or terminates employment with the School, or the Complainant requests withdrawal of the complaint, or other specific circumstances prevent an investigation that permits a determination based on appropriate evidence, the Investigator may dismiss the complaint. Regardless of such dismissal, WRA may take whatever separate disciplinary or corrective action is appropriate against a Respondent under its student Discipline Code/Code of Conduct or under its employment policies and practices. However, such separate action may be taken only if WRA follows a process that complies with the due process protections afforded to Respondent in this policy.
- N. **Investigation – General Principle:** The Investigator shall investigate each formal complaint that is not referred to informal resolution and not summarily dismissed. Investigation includes evaluation of all available evidence, including witness interviews, review of relevant documents, and consultation with other staff as needed. During the investigation, the board will be notified of the complaint.
- O. **False Evidence Prohibited:** Complainants, Respondents, and all witnesses are prohibited from making any knowingly false statements, or providing other evidence known to be false, in any investigation. WRA may take disciplinary action against a person making false statements or submitting other false evidence. Inconsistencies between evidence and an investigative report or determination of responsibility do not prove a knowing use of false evidence. Discipline for knowingly providing false evidence is not retaliation as otherwise prohibited by this policy.
- P. **Written Notice of Formal Complaint:** The Investigator will provide written notice to the Complainant and the Respondent of (i) the allegations of a formal complaint and (ii) this process, including any opportunity for Informal Resolution. The notice must include:

- a) Sufficient detail to permit the Respondent to prepare a response. This includes a

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description of the conduct alleged, the date and location of the conduct, and the names of the Complainant and other involved parties, if any.

- b) A statement that the Respondent is presumed not to be responsible for the conduct and that responsibility will be determined at the conclusion of the process.
- c) A notice of the Complainant's and Respondent's rights to have an attorney or non-attorney advisor.
- d) A statement of the right of the Complainant and Respondent to inspect and review any evidence.
- e) A statement of the prohibition on providing false evidence.

If additional allegations arise and require investigation, the Investigator will provide written notice of such additional allegations to the Complainant and Respondent. A form of the notice required by this paragraph is Exhibit 3 to this policy.

- Q. Privileged and Irrelevant Evidence: Evidence that is privileged by law and evidence of sexual predisposition or prior sexual behavior (unless offered to prove either that a person other than Respondent committed the alleged conduct or to prove legally recognized consent) is neither admissible nor relevant in this process.
- R. Initial Collection of Evidence: The Complainant and Respondent will have a reasonable opportunity to present witnesses and other evidence to the Investigator. WRA will not restrict the ability of either Party to gather evidence or discuss the allegations, unless either Party's discussions exceed legal bounds. Such evidence must be provided within 21 days of receipt of the written notice of the formal complaint. The Investigator will meet with each Party and give that Party at least 24 hours' advance written notice of the date, time, location, and purpose of the meeting
- S. Access to Evidence – Parties' Written Response: Once all evidence is collected, the Investigator will provide the Complainant and Respondent (and representatives, if any) with an equal opportunity to review all evidence directly related to the allegations of the formal complaint. If possible, the evidence will be provided in an electronic format that does not permit downloading or copying. The evidence shall include all exonerating and incriminating evidence and any evidence that the Investigator will not rely upon. Within 10 calendar days of receipt or inspection of the evidence, the Parties may submit a written response to the Investigator.
- T. No Live Hearings: WRA will not conduct live hearings under this policy.

- U. Investigative Report – Parties’ Responses – Proposed Questions. The Investigator will consider all the relevant evidence discovered during the investigation and consider any written response to the evidence submitted by a Party. Following the date by which any written response must be submitted, the Investigator will promptly prepare and issue a written investigation report that fairly summarizes the relevant evidence discovered during the investigation. The investigative report must be provided to the Parties and the Decision-Maker. The report must include or be accompanied by a notice that the Parties may submit a written response to the report and proposed written, relevant questions the Party wants asked of any other Party or witness. A form of such notice is provided in Exhibit 4. Such response and proposed questions must be provided to the Decision-Maker within five calendar days of the transmission of the report.

- V. Written Questioning: The Decision-Maker must review the investigative report and the Parties’ responses and proposed questions, if any. The Decision-Maker shall either exclude questions as irrelevant, with an explanation to the Party proposing the question, or submit the questions for answer and provide each Party with such answers. The Decision-Maker shall allow limited follow-up questions from either Party.

- W. Decision: No sooner than 10 days after the distribution of the investigative report, the Decision- Makers shall determine the question of responsibility. Such determination must be based on facts the Decision-Maker finds to be more likely than not (*i.e.*, by the preponderance of evidence), and the written decision must include:
 - a. statement of the allegations that may constitute sexual harassment;
 - b. A summary of the process followed from receipt of the formal complaint through determination, including notices provided, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - c. Findings of fact;
 - d. dConclusions regarding application of any code of conduct or employment policy to the facts;
 - e. A statement of, and rationale for:
 - i. the conclusions as to each allegation;
 - ii. disciplinary sanctions, if any, on the Respondent; and
 - iii. remedies, if any, designed to restore or preserve the Complainant’s equal access to WRA’s programs and activities (including employment, if applicable).
 - f. A statement of the process and bases for appeal. A form for this statement is provided in Exhibit 5 and may accompany the determination of responsibility (as illustrated in Exhibit 5) or be incorporated into that document.

- X. Appeal – Filing and Grounds: An appeal may be filed within five calendar days of notice of a determination of responsibility or summary dismissal. The notice need only identify the Party filing the appeal, the decision or dismissal appealed from, and which of the three grounds listed in this paragraph, (a), (b) and/or (c), will form the ground(s) for the appeal. Parties may choose to use an optional form of notice of appeal provided as Exhibit 6. An appeal shall be filed with the Decision- Makers.

Appeals will be permitted *only* on one or more of the following grounds:

1. A procedural irregularity affected the outcome of the matter;
2. New evidence not available at the time of the determination of responsibility or summary dismissal could affect the outcome of the matter; or
3. The Investigator or Decision-Maker had a conflict of interest, was biased against a Party, or was biased against all complainants or all respondents.

Y. **Appeal Process:** The Decision-Maker, upon receiving a notice of appeal, shall provide a notice to both Parties (or, in the case of appeal of a summary dismissal, to Complainant) that the appeal has been filed and that each Party has five calendar days to file a brief written statement supporting or challenging the outcome. A form of such notice is provided in Exhibit 7. The Decision-Maker shall also initiate the formation of an Appeals Panel. The Appeals Panel shall be provided with copies of the notice of appeal, statements of the Parties challenging or supporting the decision appealed, the formal complaint, and, as appropriate, either the summary dismissal or the investigative report and determination of responsibility. Either Party may attach other documents produced during the process to their statement supporting or challenging the outcome. Within 21 calendar days of receiving all required information, the Appeals Panel shall provide a written decision describing the appeal and the rationale for its decision; it shall provide its decision simultaneously to the Parties. If the Appeals Panel is evenly divided on the proper outcome to the appeal, the summary dismissal or determination of responsibility shall be upheld.

Z. **Remedies:** Upon determination that a Complainant was sexually harassed WRA may impose one or more of the following:

Offer the Complainant any remedies that will restore or preserve the Complainant's access to WRA's educational program and activities (including employment). These may include Supportive Measures or actions similar to supportive measures that have a disciplinary component toward the Respondent. Remedies may be kept confidential as deemed necessary by the School.

Impose any disciplinary sanctions on a Respondent student, including mandatory participation in counseling services; revocation of extra-curricular privileges (including, but not limited to sports); no-contact orders; schedule changes; short-term or long-term suspension or expulsion, or change of placement as otherwise authorized by law. Impose any disciplinary sanctions on a Respondent employee, including mandatory participation in counseling services, no-contact orders, reassignment; suspension without pay; or termination of employment.

- AA. Time Limits – Inference from Refusal to Provide Evidence: The Title IX Coordinator, Investigator, or Decision-Maker may extend any time limit for good cause shown. At all events, WRA will endeavor to reach a determination of responsibility or other resolution within 120 days of WRA’s receiving notice of the allegations of sexual harassment. The Investigator or Decision-Maker may consider the advantages of receiving a report of a parallel law enforcement or other investigation in determining the timeline for investigative activities or a determination of responsibility but shall not unduly delay the process to assure such receipt. The Investigator and Decision-Maker are permitted, but not required, to draw adverse factual inferences from the refusal or failure of a Complainant or Respondent to be interviewed or provide other requested evidence.
- BB. Confidentiality: The identities of persons who made a report of sexual harassment, the Complainant, the Respondent, any person reported to have been a perpetrator, and any witness shall not be made public except as provided in the Family Educational Rights and Privacy Act (FERPA), as otherwise provided by law, or as needed for the conduct of any formal investigation or judicial proceeding.
- CC. Retaliation and Intimidation: Neither WRA nor any person may intimidate, threaten, coerce, or discriminate against an individual because such individual has exercised rights under, participated in, or declined to participate in, any proceeding under this policy. Claims of retaliation may be filed by the person alleging retaliation under WRA’s general grievance policy or this policy.
- DD. Retention of Records: All records created of activity under this policy, including, without limitation, training materials, investigative records, informal resolution records, disciplinary records, supportive measures, decisions, remedies and appeals, shall be maintained for seven years.
- EE. Training: All WRA employees and its governing board shall receive basic Title IX training that includes, without limitation, the definition of sexual harassment and the obligation of school employees and officials to report suspected sexual harassment to the Title IX Coordinator. Any person who will serve as an Investigator, Title IX Coordinator, Informal Resolution practitioner, Decision-Maker, or member of an Appeals Panel must have had or receive appropriate advanced training on Title IX — specifically, as applicable and without limitation, on all matters covered in basic Title IX training, conducting investigations, methods of informal resolution, preparation of investigative reports, preparation of determinations of responsibility, conducting appeals, identification of privileged or irrelevant evidence (including treatment of evidence of prior sexual conduct), impartiality, avoidance of prejudgment, and avoiding use sex stereotypes.
- FF. Postings and General Notifications: WRA shall place in its Employee Handbooks, and post prominently on its website:
1. The name or title, office address, electronic mail address, and telephone number of its Title IX Coordinator;
 2. The availability of the Title IX Coordinator to receive at any time a report of sexual

- harassment (whether or not by the person alleged to be the victim);
3. A statement of WRA’s policy to not discriminate on the basis of sex in any education program or activity it operates or in employment, which includes a prohibition against sexual harassment;
 4. A copy of or link to this sexual harassment policy and related WRA policies forbidding and providing procedures for receiving and processing complaints of sex discrimination.
 5. A copy of or link to training materials used by WRA to comply with the “Training” paragraph, above.
- GG. Continued Application of Code of Conduct and Employment Policy: Nothing in this policy prevents the ordinary application of WRA’s student Discipline Code/Code of Conduct or employment policies to matters or issues other than sexual harassment, provided this is not done in retaliation, as prohibited in the paragraph above. For clarity, matters and issues other than sexual harassment include misconduct that was alleged to be sexual harassment but is another form of misconduct or matters that are first revealed as a result of proceedings under this policy.
- HH. Policy review: The WRA governing board will review this policy and make appropriate changes from time to time as it deems necessary, including but not limited to if the Title IX regulation published at 85 Fed. Reg. 30572 (May 19, 2020) be amended, repealed, replaced, or held unlawful in any part in a final and unappealable judgment by a court of competent jurisdiction.
- II. Definitions: Unless context requires otherwise:

Appeals Panel means the person or persons designated to hear an appeal under this policy. No member of the Appeals Panel may be involved in the Complaint as Respondent or witness or be otherwise biased. The Appeal Panel may include a non-voting advisor in hearing the appeal, which may be WRA’s general counsel, special counsel, or other appropriate person. In no event shall a member of the Appeal Panel or advisor to the Appeal Panel be the Title IX Coordinator, Investigator, or Decision-Maker. In almost all circumstances, the Appeals Panel shall be Greeley Evans District 6’s superintendent. Currently, that position is held by Dr. Deirdre Pilch, who can be contacted at (970) 348-6012 or dpilch@greeleyschools.org. If the superintendent is unable to serve as Appeals Panel, then she can appoint one or more unbiased people from within District 6 to serve in that role.

Complainant means a person who is alleged to be the target of conduct that could constitute sexual harassment. “Complainant” includes a possible complainant, such as an individual identified by a third party as a possible victim of sexual harassment.

Coordinator means the person designated as the Title IX Coordinator for WRA. The Title IX Coordinator may delegate that responsibility on a case-by-case basis. WRA shall prominently post to its website and otherwise make known who is the Title IX Coordinator.

Investigator means a person trained to evaluate objectively the credibility of witnesses, synthesize evidence, and take into account the unique circumstances of each situation involved in an alleged act or pattern of sexual harassment. The Investigator may delegate that responsibility to a qualified outside investigator. An Investigator may not have a conflict of interest in a matter under investigation.

Decision-Maker means the person(s) who receives a recommendation regarding a complaint of sexual harassment from the Investigator, assesses the relevant evidence and decides if the burden of proof has been met to determine that a Respondent has engaged in sexual harassment. The Decision-Maker shall not be the Title IX Coordinator, the Investigator, or any member of the Appeals Panel.

Supportive Measures means non-disciplinary, non-punitive individualized services designed to restore or preserve for the Complainant equal access to WRA's educational programs and activities (including employment), without unreasonably burdening the other party (*i.e.*, the Respondent), and offered without charge. Supportive Measures may include, without limitation, counseling, mentoring, class modification, schedule changes, monitoring, supervision, or restorative justice activities, as deemed appropriate by the Title IX Coordinator. At the appropriate times, a Title IX Coordinator should offer Supportive Measures to both the Complainant and Respondent.

Education program or activity means WRA's campus and office, and all locations, events, or circumstances in which WRA exercises substantial control over a Respondent and the context in which alleged sexual harassment occurs.

Parties means the Complainant(s) and Respondent(s) in an individual matter.

Respondent means an individual alleged to have engaged in sexual harassment.

Sexual harassment means:

- a. Conduct by a WRA employee or board member that conditions an aid, benefit, or service of the school, including employment, on participation in unwelcome sexual conduct (that is, *quid pro quo* harassment);
- b. Conduct by a WRA employee that constitutes sexual misconduct involving a student;
- c. Conduct by anyone that is unwelcome and that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to employment at WRA or to WRA's education program and activities; or
- d. Conduct by anyone that constitutes sexual assault, dating violence, domestic violence or stalking towards a WRA employee or student. *See* 20 U.S.C. § 1092(f)(6)(A)(v) & 34 U.S.C. § 12291(a)(8), (10) & (30).

A person may be sexually harassed by members of his or her own sex.

WRA's prohibition against sexual harassment does not extend to legitimate nonsexual touching or other nonsexual conduct. For example, a high school athletic coach hugging a student who made a goal or a kindergarten teacher's consoling hug for a child with a skinned knee will not be considered sexual harassment.

Similarly, one student's demonstration of a sports maneuver or technique requiring contact with another student will likely not be considered sexual harassment. However, in some circumstances nonsexual conduct may take on sexual connotations and rise to the level of sexual harassment. For example, if a teacher repeatedly hugged and put his or her arms around students under inappropriate circumstances, that conduct could rise to the level of sexual harassment.

JJ. Legal Authority for This Policy: 20 U.S.C. § 1681 *et seq.* 34 C.F.R. §§ 106.8, 106.30, 106.44, 106.45 & 106.71 C.R.S. §§ 24-34-101 *et seq.* *Bostock v. Clayton County*, 590 U.S., 140 S.Ct. 1731 (June 15, 2020) *Rosenberg v. Bd. of Educ.*, 710 P.2d 1095, 1100 n. 11 (Colo. 1985)

Adopted: Feb. 28, 2022

6 Students

6.1 Student Rights and Responsibilities

- A. Student Responsibilities: All students are expected to accept responsibility for their education and actions. WRA's policies encourage discipline, cooperation, decision-making and acceptance of consequences for decisions made. Students are taught to show respect for themselves, property and staff and for those around them by observing school guidelines, rules, and policies.

Adopted: Oct. 7, 2013; Feb. 28, 2022

6.2 Student Attendance

- A. Attendance Policy. Regular, daily attendance in class is extremely important to the educational process. In accordance with state law, all students are expected to attend school for all days of the established school calendar. If a student is absent for 10 or more days, a letter shall be sent notifying parents or guardians of the compulsory attendance law.
- B. Tardy Policy: Punctuality is of great importance to WRA. Tardiness interferes with student achievement. Excessive tardiness shall result in a conference to include a parent or guardian, the student, and the Principal. If a child arrives more than 15 minutes after the start of school, the child must be signed in and a tardy slip shall be given to the student to turn into his/her classroom teacher. This shall indicate to the teacher that the student has checked in at the front office.

Adopted: Oct. 7, 2013; Feb. 28, 2022

6.3 Student Discipline

- A. WRA adheres to the District's Conduct Code and Related Policies. Additionally, WRA adheres to specific administrative policies developed to enforce behavioral expectations.
- B. Pursuant to 22-33-106, C.R.S., serious violations in a school building or on school property shall result in mandatory expulsion. WRA students being recommended for expulsion by the executive director for any reason, shall be referred first to the board and then to the district superintendent or his/her designee, and ultimately to the district board of education.
- C. The executive director or principal shall have the authority, pursuant to 22-33-106, C.R.S., to suspend a student. A student code of conduct and administrative discipline policy shall be drafted by the principal and approved by the board in accordance with this policy. The board shall be notified when an out-of-school or in-school suspension of more than five school days is given or receives any suspension where the aggregate days of suspension total more than five in one school year.
- D. WRA vigorously enforces a fair but strict discipline policy. Consequences shall be immediate and relevant. A safe environment that is conducive to learning is of the utmost priority. All policies shall be in accordance with state and federal law.
- E. Faculty and staff should be supported in their efforts to discipline students. All personnel are expected to use board policies and administration procedures when disciplining students.
- F. Any student dis-enrolled from WRA for disciplinary reasons shall not be allowed to re-enroll in WRA for at least one calendar year from the date of expulsion. Any textbook or athletic fees paid prior to dis-enrollment shall not be returned to the student, parent or guardian. The student's parents or guardians are responsible for replacement costs for any unreturned textbooks or other school materials.

Adopted: Oct. 7, 2013; Feb. 28, 2022

6.4 Bullying

- A. WRA recognizes the need to maintain a learning environment that is free from bullying and harassment. WRA prohibits any and all forms of bullying as it violates the basic right of students to be in a safe, orderly learning environment. This policy promotes positive interpersonal relationships among all members of the WRA community.
- B. It is a violation of this policy for a student to bully another while on WRA property (leased or owned), in school buildings, on school vehicles, school sponsored events and/or activities occurring in the community sponsored by WRA. It is a violation of this policy for any WRA staff member to tolerate bullying.
- C. Definition. Bullying is a pattern of repeated harmful behaviors by a person with physical or social power toward a person who is perceived as a less powerful person. This may include a variety of behaviors, direct or indirect, physical or nonphysical, which hurts, intimidates,

threatens, embarrasses, or humiliates the person(s). Bullying includes, but is not limited to: physical, verbal, psychological or relational, and cyber/electronic bullying.

D. Determining Acts of Bullying: Acts of bullying may include, but are not limited to:

- a. Physical
 - i. Physically harming a student, for example kicking, hitting, pushing, tripping, or invading one's personal space in an aggressive manner.
 - ii. Damaging, extorting, or taking a student's personal property.
 - iii. Placing a student in reasonable fear of physical harm.
- b. Verbal
 - i. Taunting, malicious teasing, name calling, intimidating remarks, and threats.
 - ii. Creating verbal statements, gestures, or written remarks that are taunting, malicious, threatening, or sexual.
 - iii. Extortion.
- c. Psychological or Relational
 - i. Spreading rumors, posting graffiti, manipulating relationships, and engaging in social exclusion, isolation or intimidation.
 - ii. Upsetting a student by spreading rumors, manipulating social relationships or environment, engaging in social exclusion, isolation, extortion, intimidation, and ridicule.
 - iii. Creating an intimidating or hostile environment that interferes with a student's education opportunities.
 - iv. Undermining or destroying personal relationships.
- d. Cyber/Electronic Bullying.
 - i. Verbal and physical bullying via the Internet, email, instant messaging/chat/texting, or social media.
 - ii. Misuses of technology for harassing, teasing, intimidation, threatening, or terrorizing another student or employee of WRA. Sending and posting inappropriate or derogatory email messages, instant messages, digital pictures or images, or website postings (including blog forms) to the extent that such activity disrupts the educational process.
 - iii. Mutual "teasing" should not be confused with bullying behavior. The term is not interpreted to infringe upon a student's right to engage in legally protected speech or conduct.

E. Responsibility for Action: The board expects employees and students who observe or become aware of an act of the above defined bullying to take immediate and appropriate action to intervene. The employee should notify his/her principal or designee of the incident(s) and action taken. An incident report form should be completed. If an employee fails to report a bullying incident(s), WRA reserves the right to impose discipline on the employee as deemed appropriate under the circumstances up to and including termination. All incident reports shall be presented to the board and shall be updated as to any actions taken.

Students who experience bullying are encouraged to report it to any adult employee of WRA including their teachers, executive director, principal, or other school official supervising school sponsored activities. Parents/guardians may contact the school to report acts of bullying and are highly encouraged to do so immediately.

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F. Investigation Procedures: The executive director, principal or designee is authorized to investigate reports of bullying brought to their attention by students, parents/guardians, school employees or vehicle drivers. Any investigation of a report may include meetings with students, parents/guardians or employees, a review of student records, and other reasonable efforts to understand the facts surrounding a reported incident.

Any retaliatory behavior directed against complainants, victims, witnesses, and/or other individuals who participate in the investigation of allegations of bullying is prohibited.

- G. Consequences and Discipline: Consequences for students who are found to have bullied others may include counseling, a parent conference, detention, suspension, expulsion, a loss of school privileges and/or exclusions from school sponsored activities as defined by school policy. Depending upon the severity of a particular situation, the executive director, principal or designee may also take the appropriate steps to ensure student safety. Such steps may include separating and supervising the students involved, providing support to the student as needed, reporting incidents to law enforcement if appropriate, and the implementation of a safety plan with parents/guardians. Additionally, parents/guardians can be held accountable for the actions of their child pursuant to 19-2- 109 (c) and 19-2-113 (2), C.R.S.
- H. False Reporting: Students are prohibited from knowingly or willfully falsely accusing one another of bullying. Disciplinary actions will be taken if needed.
- I. Confidentiality: The board recognizes the need to maintain the confidentiality of the allegations and related information. The privacy of the complaint, the individual(s) against whom the complaint is filed, and the witness(s) will be respected as much as possible, consistent with legal obligations to investigate, to take appropriate actions, and to comply with the federal and state privacy acts that may apply, and any discovery or disclosure obligations. As limited by such state privacy laws the board may inform the student/parent/guardian of the outcome of any such investigation.

Adopted: Oct. 7, 2013; Feb. 28, 2022

6.5 Student Privacy

- A. Parental Consent: It is the policy of WRA to respect and protect the privacy of its students and families from unwanted intrusion. Therefore written parental consent must be obtained before students participate in any survey, analysis, evaluation, or test that reveals information about the student and/or the student's family concerning political affiliations, religious beliefs, income, or mental or physical condition, sexual behavior and attitudes, parenting styles, substance abuse, or any other information that could be potentially embarrassing to the student and/or the student's family.
- B. Photographs: Permission to shoot close-up pictures of students and to identify those students may be granted to the media (newspapers and television stations) only with parental approval. Parental approval shall also be required before pictures of students may be used in any non-school publication or posted on the Internet.

- C. **Signature Required Annually:** Parents must sign a non-permission form if they do not want their student's names, addresses, phone numbers, or pictures published in school related publications such as the school directly or yearbook.
- D. **FERPA:** The Family Educational Rights and Privacy Act of 1984 is broadly outlined: Parents have rights over student records until the child is 18 years of age. Parents have the right to examine their child's records. The parent has the right to have their child's records corrected if the information is "inaccurate, misleading, or is otherwise in violation of the privacy or other rights of the student." A record must be kept with each student record showing who examined it, the date, and the purpose of the examination. School officials and personnel of this district who have a legitimate educational interest, are exempt from this requirement. Any person may receive the records if the parents execute a written consent, and the parents may request a copy of any student record released to another school for transfer.

Adopted: Apr. 7, 2014; Feb. 28, 2022

7. Educational Program

7.1 Instructional Goal and Objectives

- A. **Goal:** WRA is committed to soundly educating the "whole" child and thus making all children well prepared to pursue their life goals as well as being contributing members of our society whose actions reflect sound character and ethical behavior.
- B. **Objectives:** Students shall understand that:
 - a. High expectations are a focal point of all we do.
 - b. It is expected that all students participate and perform to the best of their ability in all subject areas.
 - c. In order to flourish in a strong intellectual, social, emotional and physical environment, students need to be persistent, embrace challenges.
 - d. Motivation and the desire for lifelong learning shall be continually emphasized.
 - e. Integrity and mutual respect shall be constantly displayed when dealing with others.
 - f. It is extremely important to learn good study skills at an early age.
 - g. Success can be achieved many different ways.

Adopted: Oct. 7, 2013; Feb. 28, 2022

7.2 Internet Use

- A. The executive director shall promulgate and maintain both a Student and Employee Internet Acceptable Use Policy.
 - a. Both policies shall consist of the school's use policies as well as an agreement by the student and their parent or guardian or employee to agree to follow said policy.
 - b. The Student Internet Acceptable Use Policy shall communicate both the educational benefits and the potential dangers of the Internet to the parents or guardians and students.

- B. The technology instructor shall have on file, a signed Student Internet Acceptable Use Policy for a student, prior to the student accessing the Internet from the school.
 - a. Both a parent or guardian and the student must sign the agreement.
 - b. The Student Internet Acceptable Use forms shall be distributed to parents or guardians at the beginning of each school year and, when executed, shall be in effect for that school year only.
- C. All school personnel wishing to access the Internet using WRA's technology resources must agree to and sign the Employee Internet Acceptable Use Policy for each school year. The signed agreements shall be kept on file by the technology instructor or in the personnel file.
- D. All faculty members shall review, understand, and assist the technology instructor in enforcement of the Student Internet Acceptable Use Policy.

Adopted: Oct. 7, 2013; Feb. 28, 2022

7.3 Field Trips

- A. Definition: "Field trip" means a journey or excursion away from school grounds, involving two or more persons that is organized and/or sponsored by the school or by an authorized employee of the school, for curricular relevance.
- B. Guidelines:
 - a. All field trips must have curricular relevance and are considered part of the school day.
 - b. The school faculty or staff member (i.e. the "trip director") designated to be in charge of a field trip has the responsibility to enforce compliance with school policy by all persons participating in the field trip.
 - c. The trip director must obtain assurance, prior to the commencement of the field trip, that any personal vehicle used on the field trip will be covered by liability insurance.
 - d. The trip director is responsible for ensuring that all students are accounted for on departure, arrival at destination(s) and on return, except those brought by their own parents.
 - e. The parent or guardian of each student participant must sign a field trip permission slip.
 - f. No student is allowed to leave the field trip with anyone but his or her parent or guardian without notifying the trip director prior to initial departure
 - g. School bus transportation must be arranged through the administration within the guidelines provided by the school district. When a bus is required, all students must ride the school bus or be transported by their own parent or guardian. Siblings may not ride the school bus.
 - h. It is the trip director's discretion, under the guidance of the administration, to determine the number of chaperones and siblings allowed on each field trip.
 - i. All volunteers must be in compliance with Policy 10.1 Volunteers. All drivers must provide proof of current insurance and a valid Colorado driver's license prior to the field trip.

Adopted: Apr. 7, 2014; Feb. 28, 2022

8. Enrollment

8.1 Enrollment Policy

- A. Student Enrollment: WRA will make enrollment decisions in a nondiscriminatory manner. The school will make reasonable efforts to recruit, enroll and retain a student body that is reflective of the demographics of the district. The school will have strategies in place to meet the needs of all students, including at-risk and ELL students. Enrollment in the school will be open to any student who resides within the district as well as students who reside in school districts that are contiguous to the district. A majority of the school's students will reside in the district.
- B. Method of Enrollment: Enrollment will be done by a first-come, first-serve wait list. Available openings will be determined by the administration. The process to begin enrollment for the upcoming school year will begin on February 1. Parents will have forty-eight (48) hours to accept or reject an opening.
 - a. If the parents/guardians cannot be contacted for whatever reason, including, but not limited to their failure to notify WRA of changes in address or phone number, or they fail to return messages, their child shall be removed from the waitlist and the enrollment opening offered to the next child in order of priority. A parent/guardian contacting the school after their child is removed from the list may request the child be reinstated. Their child will be added after the last student on the current list.
- C. The school will enroll only those students who meet the school's age and grade requirements, and who are not otherwise ineligible to enroll based on criteria in Article 33, of Title 22, including the criteria in 22-33-106(3)(f), C.R.S. in another district school. Students must be five years old on or before June 15th of the school year in question to be eligible to enroll in kindergarten. Exceptions may be considered for birth dates between June 16 and October 1. A birth certificate or similar legal document must be presented to school officials so that a verified date of birth can be recorded on the child's school record.
- D. Enrollment Procedures: Students from the following categories will be given priority in enrollment, in the order they are listed:
 - a. Siblings of currently enrolled students
 - b. Children or grandchildren of founding board members
 - c. Children of employees
- E. Informational Tours: Parents and students will have an opportunity to learn more about the school's philosophy and curriculum by visiting the school for a tour of the facility and speak with administration for additional program information. Parents will be referred to our website for school information which will include the general code of conduct, dress code, school calendar, parental involvement opportunities, transportation options, food services program, etc.
- F. Process: The enrollment process will include the parent signing a release for records in

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order for the school to obtain the student's previous academic history. The parent will need to complete the application form as well as all paperwork required by school districts and state regulatory agencies. All paperwork must be completed before the student may start classes, i.e., a copy of the student's birth certificate, parental contact information, academic records, immunization records, etc.

Adopted: Apr. 11, 2011; Oct. 7, 2013; Feb. 9, 2015; Feb. 28, 2022

9. Finances and Accounting

9.1 Fiscal Accounting and Reporting

A. Financial Reporting: The executive director shall be responsible for properly accounting for all funds received and all expenses incurred in the operation of WRA. The executive director shall exercise his/her responsibility to the highest ethical standards and shall conform to generally accepted principles for government accounting. Such accounting shall be done in a manner that is easily reviewed by the board and lends itself to auditing. Financial statements shall be prepared for review and for regular board meetings and as necessary when significant financial changes require board review and/or approval, or as requested by the chairman or treasurer. Financial statements shall be made available to directors in the board packets prior to the meeting.

B. Financial Accounting Audits: All funds and accounts of WRA shall be audited annually after the close of each fiscal year in accordance with state law. The board shall appoint an independent auditor licensed to practice in Colorado and knowledgeable in government/non-profit accounting to conduct the audit. The independent auditor shall submit a report to the board that includes the audited financial statements and an opinion regarding those financial statements. The auditor shall also include in the report any information and documentation required by the district. If a specific auditor or audit is required or selected by contract or law by the district, the required audit may serve as the independent audit required by this policy.

Adopted: Oct. 7, 2013; Feb. 28, 2022

9.2 Preparation and Adoption of Annual Operating Budget

A. The annual budget is the financial plan for the operation of WRA. The annual operating budget shall be based on a fiscal year that runs from July 1 to June 30. It provides the framework for both expenditures and revenues for the fiscal year and translates into financial terms the educational programs and goals of the schools. The operating budget should ultimately support the vision and mission of WRA. The board assigns to the executive director the overall responsibility for the preparation and administration of the budget. It is expected that the executive director will utilize the finance committee to develop the budget and make recommendations. The annual budget shall contain the following sections and corresponding detail: revenues, operating expenses broken down by staff salaries, employee benefits, purchased services, supplies and materials, capital outlays, and facility costs, and revenues over expenses, and transfers to capital reserves. The annual budget for the upcoming fiscal year shall be submitted for review and approval by the board during the regular April board meeting.

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Adopted: Oct. 7, 2013; Feb. 28, 2022

9.3 Budget Management

- A. The board, finance manager and staff each have roles and accountabilities in the exercise of fiscal due diligence and prudence in operating and managing the school.
- B. The annual budget is the financial plan for the operation of WRA. The annual operating budget shall be based on a fiscal year that runs from July 1 to June 30. It provides the framework for both expenditures and revenues for the fiscal year and translates into financial terms the educational programs and goals of the school. The operating budget should ultimately support the vision and mission of WRA. The board assigns to the executive director the overall responsibility for the preparation and administration of the budget in cooperation with the finance committee. The annual budget shall contain the following sections and corresponding detail: revenues, operating expenses broken down by staff salaries, employee benefits, purchased services, supplies and materials, capital outlays, and facility costs, and revenues over expenses, and transfers to capital reserves. The annual budget for the upcoming fiscal year shall be submitted for review and approval by the board during the regular April board meeting.
- C. Summary of Accountabilities
 - a. The Board: It is the board's fiduciary responsibility to provide corporate financial oversight and financial direction (including short and long-term fiscal goals and targets). The board approves the annual operating budget and shall oversee the school's financial performance and compliance with legal requirements, operating budgets and financial plans.
 - b. The Finance Committee: This board committee reviews monthly financial activities and assists the board in their fiduciary duty of financial oversight.
 - c. The Staff: Every WRA staff member has an accountability to follow leadership direction and guidelines and to exercise financial prudence and conservatism in every action and decision made on behalf of the school.
- D. Budget Control
 - a. Budget: The board will receive a working draft of the annual budget for the upcoming year by March 15. The final budget will be presented to the board for their approval and forwarded to the District no later than June 15.
 - b. Budget Flexibility: Actual totals for any expense line item within a program will usually not match the budget exactly. These discrepancies will be tracked in a "Projected Year End" column next to the "Board Approved Budget" in the monthly income statements. These "Projected Year End" figures become the "Working Budget." Further, the comparison of monthly to year-to-date totals to the Projected Year End budget does not lose its effectiveness as a management tool.
 - c. Budget Revisions: If a change of circumstances or an unforeseen event causes staff to believe that the current budget has become unrealistic and it is no longer

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possible for staff to operate within the boundaries of the budget, staff will give a report of the circumstances to the board along with recommendation for a course of action. The board may approve a revised budget or give the staff other direction. The district will be notified of any revision to the budget.

Adopted: Nov. 4, 2013; Feb. 28, 2022

9.4 Financial Management

- A. School accounting records will be maintained using fund accounting and the modified accrual basis of recording revenue and expenditures.
- B. One year budgets will be created and maintained. Multi-year budgets will be created as needed to support the school's vision and mission and stated goals. To that end, these budgets must:
 - a. Contain enough detail to enable reasonable accurate projections of the revenues and expenses, separation of capital and operational items, cash flow, and subsequent audit trails.
 - b. Balance-expenditures must be planned in a way so that they equal or are less than anticipated revenues.
 - c. Be in line with board-stated revenues
 - d. Be in line with board-stated priorities.
- C. Fixed assets will be acquired and disposed of only upon proper authorizations, and will be adequately safeguarded and insured to 90% of replacement value. Assets worth more than \$5,000 will be properly recorded and inventoried.
- D. The school will establish and adhere to a set of effective internal accounting controls that require good accounting practices.
- E. The school will operate in a manner that insures its long-term financial strengths:
 - a. The school will operate in the black.
 - b. Cash will be managed in a way that ensures maximum liquidity and safety.
 - c. Restricted contributions will be used only for the reason the donations were given.
 - d. Restricted fund balances will not be used for operations.
 - e. Payroll and other debt obligations will be paid in a timely manner.
- F. The school will report its information in GASB 34 format at the end of the fiscal year.

Adopted: Nov. 4, 2013; Feb. 28, 2022

9.5 Asset Protection

Staff may not allow assets to be unprotected, inadequately maintained nor unnecessarily risked. Accordingly, they may not:

- A. Fail to insure against theft and casualty losses and against liability losses to board members, staff or the school itself to beyond the minimally acceptable prudent level.
- B. Allow unbonded personnel access to material amounts of funds.
- C. Subject facilities and equipment to improper wear and tear caused by insufficient maintenance.
- D. Unnecessarily expose the school, its board or staff to claims of liability.
- E. Make any purchase without consideration being given to securing a competitive price.
- F. Make any purchase wherein normally prudent protection has not been given against conflict of interest.
- G. Make any purchase in excess of \$3,000 without obtaining a minimum of three (3) bids or contracts over one year, unless specifically waived by the board. Exceptions may be granted in the case of required curriculum that is only available through one vendor.
- H. Make any purchase of \$3,000 without prior board approval unless it is specifically included in the current budget.
- I. The school shall maintain the following insurance coverage levels:
 - a. Commercial package (property, auto, crime, business income, money and securities);
 - b. General liability;
 - c. Pension bond;
 - d. Non-owned and hired automobile
 - e. Directors and Officers liability
 - f. Workman's Compensation Insurance

Each year the treasurer will take appropriate actions to ensure that quality insurance coverages are secured at the most favorable premiums available.

Adopted: Nov. 4, 2013; Feb. 28, 2022

9.6 Teacher Reimbursement Policy

- A. Financial policy in regards to teachers spending their allotted classroom budget.
 - a. Teachers do not have to fill out a purchase order to purchase items out of their classroom budget to be used for classroom or educational items. They cannot exceed their allotted limit for that budget item. If a teacher exceeds the limit without seeking permission, he/she may be asked to pay the difference as determined by the administration. The teacher must submit a receipt with his/her reimbursement form.

Adopted Aug. 8, 2016; Feb. 28, 2022

10.1 Volunteers

- A. All individuals who wish to volunteer with WRA shall complete a volunteer registration form and return it to the school's administrative office. A district-approved background check will be required of all volunteers every year before volunteering or by September 1, unless waived by the principal/executive director.
- B. Volunteers who have been convicted of any of the following will not be permitted to volunteer in any capacity with the school:
 - a. Any crime (regardless of severity) against a child;
 - b. Any felony within the last five years, which shall be determined at the executive director's sole discretion.
 - c. All other issues that surface on a background check will be considered by the principal/executive director, and he will have authority to accept or reject any volunteer.
- C. The principal/executive director will have the final authority to accept or reject any volunteer at the school. The executive director is responsible for the management and storage of any information obtained through a background check of volunteers.

Adopted: Nov. 4, 2013; Feb. 28, 2022

10.2 Facilities Responsibilities and Management

- A. WRA is committed to providing quality education in an economical and efficient manner. Educational facilities are an integral part of the educational program. Facilities directly influence learning and the performance of school personnel and students and indirectly influence attitudes and behaviors. Facilities serve a greater purpose than merely housing students or the educational program; they represent a major public investment. Therefore, it is the policy of WRA that facilities be maintained in good physical condition, be safe and in compliance with applicable building codes, and be maintained at an acceptable level of cleanliness.

B. Board and Administration Responsibilities

- a. Grounds maintenance
 - b. Telecommunications/Networking
 - c. Building maintenance, through the property owners
 - d. Environmental services
 - e. Energy management
- C. **Administration Responsibilities.** Administration is responsible for the day-to-day utilization and operation of the WRA facility. These include the following:
 - a. Community use of school facilities

- b. Day-to-day care of facility and grounds
 - c. Custodial services
 - d. Facility security
 - e. Efficient operation of facility and grounds consistent with intended use
 - f. Reporting facility or ground maintenance and improvement needs to the board
 - g. Energy-efficient operation of facility
 - h. Display of awards and/or plaques of recognition
- D. All school personnel, in execution of their assigned duties, are responsible for assisting in the operation and management of WRA facilities in a manner that is consistent with this policy.
- E. Facility Management/Operational Criteria
- a. School facilities are to be managed and operated in accordance with federal, state, and local statutes, regulations and policies.
 - b. The board must approve a change in general uses or character of a WRA facility.
 - c. Timely service shall be provided to ensure, within constraints of available resources, the continued operation of a facility in a safe, secure, and healthy manner.

Adopted: Nov. 18, 2013; Feb. 28, 2022

10.3 Colorado Open Records Act (CORA)

- A. School districts, like all other government entities, are required under the Colorado Open Records Act (CORA) (§ 24-72-201 to 206, C.R.S.) to make their records (with important exceptions like a student's education information) available for public inspection. CORA defines a record as essentially any writing that is made, kept or maintained by WRA. This includes electronic records, such as emails and databases that are stored in WRA's digital file system, computers and servers. The purpose of this law is to allow the citizens to see into the operations of the government and how taxpayer dollars are being spent.

West Ridge Academy's records are public unless otherwise protected from disclosure and shall be available for inspection during regular business hours upon written request or electronic request via e-mail or fax made to WRA. Records requests or requestors that cite the federal Freedom of Information Act will be treated as though they were made pursuant to the Colorado Open Records Act.

- B. WRA Procedure for handling records requests:

All records requests made of WRA by mail, fax, courier, e-mail or other means shall be immediately provided to the executive director. All records that may be responsive to specific requests for information must be provided to the executive director as soon as possible.

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When responding to a records request, WRA shall make every effort to respond within three working days as required by § 24-72-203(3)(b), C.R.S. WRA can issue up to a seven-working-day extension if it finds extenuating circumstances exist, as described in § 24-72-203(3)(b), C.R.S. A request is received by WRA the day an email, fax or letter containing a request is opened. The three working-day response time begins the first working day following receipt of the request. A request received after 4:30 p.m. or any day WRA is officially closed will be considered received as of the following working day.

When feasible, WRA will provide electronic copies or files to requestors if such alternative is significantly less burdensome to provide than paper records.

The Colorado Open Records Act guarantees that all public records must be open for inspection by any person at reasonable times, except as provided in CORA or as otherwise specifically provided by law (§ 24-72-201, C.R.S.). CORA does not guarantee access to public records in a specific format. When the production or review of records in a specific format would interfere with the regular discharge of duties of WRA employees (§ 24-72-203(1)(a), C.R.S.) or levy an undue burden upon WRA, the executive director will determine the appropriate format for the records to be produced. Records maintained electronically may be produced electronically at WRA's discretion; this may or may not mean records are provided in their native format.

WRA may require that members of the public or press only be allowed to review copies of documents when the custodian of records determines that allowing access to originals could interfere with the regular discharge of duties of WRA or its staff or production of original records could jeopardize the condition of the records.

When responsive records cannot be easily or cost-effectively provided electronically to a requestor, WRA will work with the requestor to schedule a time to inspect the records in person during normal operating hours.

D. Fees for document retrieval, review and copies of release of records.

When a substantial request is made — requiring the production of more than 25 pages of documents or the use of more than one hour of staff time to locate or produce records — WRA may charge the requestor for all copying expenses and reasonable, actual costs associated with staff time in accordance with § 24-72-205(5)(a), C.R.S. and applicable law.

When the number of pages produced in response to a records request exceeds 25 pages, WRA may charge \$0.25 per page for all documents photocopied. When researching, retrieving, reviewing or producing records consumes more than one hour of staff time, WRA may charge \$30 an hour for all staff time after the first hour associated with researching, retrieving, reviewing and producing records for a requestor. WRA also may charge an hourly rate not to exceed \$30 an hour (after the first hour) when specialized document production or specialized skills are required to research, retrieve, review,

locate, compile or produce records pursuant to a records request, including the use of third-party contractors. Any costs charged to a requester shall not exceed the actual cost of producing the records, in accordance with § 24-72-205(5)(a), C.R.S., and applicable law.

For requests where WRA anticipates more than 25 pages will be produced and/or more than one hour of staff time will be consumed, WRA will provide a requestor with advance notice and an estimate of compliance costs. Such costs must be paid in full before the production of records unless alternative arrangements have been made through the school principal.

Adopted: Feb.9, 2015; Feb. 28, 2022

10.4 Social Media Policy

- A. West Ridge Academy supports the use of online social media to facilitate school programs in building a more successful parent, community, student, and employee network. This document contains West Ridge Academy’s guidelines regarding the use of online social media.
- B. Definitions: “Social Media” includes the various online technology tools that enable people to communicate easily over the internet to share information and resources. Social media can include text, audio, video, images, podcasts, and other multimedia communications. Social media websites are defined as those that not only provide information, but allow for interaction during an informational exchange through user-generated content. “Technology” includes computers; notebooks; iPads; the internet; telephones; cellular telephones; personal digital assistants; pagers; and MP3 players such as iPods, USB drives, wireless access points (routers), or any wireless communication device. “School Technology” is that which is owned or provided by the school. “Personal Technology” is non-school technology.
- C. Official School Social Media Presence: These guidelines primarily address social networking sites such as Facebook, Twitter, or LinkedIn, however, they may apply to other sites as well, depending upon the circumstances.
- D. Authorization Protocols
 - a. Authorization - School presence on any social media site, including school-related accounts, such as clubs, teams, field trips, courses, or other sites associated with the school or a school must be authorized by the director of communications and the principal (or designee). This also includes any site related to a school foundation and any site developed by a parent-teacher group. Any sites, accounts, or pages existing absent prior authorization will be subject to review, editing, and possible removal.
 - b. School Logo - The use of the school logo(s) on a social media site must be approved by executive director

- c. Sponsors and Advertising - Sponsor logos are permissible on school-related websites, with the prior approval of the administration. The page must also include or link to contact information for an individual who can provide information about sponsorship. Advertising for third-party events, products, or activities unassociated with official school business is strictly prohibited.
- d. Content Disclaimer – Any approved official presence on social media sites outside of those created and monitored by the school’s administration shall include the following text: “The views expressed on this site do not reflect the views of the school. This site contains user-created content which is not endorsed by the school. The purpose of this site is”...(then specify the purpose).

E. Maintenance and Monitoring Responsibilities: Content Owners are responsible for monitoring and maintaining official presences on social media sites as follows:

- a. Content must conform to all applicable state and federal laws, as well as all school and board policies and administrative procedures.
- b. Content must be kept current and accurate.
- c. Content must not violate copyright or intellectual property laws and the content owner must secure the expressed consent of all involved parties for the right to distribute or publish recordings, photos, images, video, text, slideshow presentations, artwork or any other materials. Before posting any photographs of students, content owners shall review the list of students whose parents have not consented to having their child’s photograph taken or published. No student photographs should be published for personal, promotional use or any other non-school-related purpose.
- d. The school recommends that content owners request that a second person review all photographs prior to publication. The second person may catch issues that the first set of eyes overlooked.
- e. All postings and comments by users must be monitored and responded to as necessary on a regular basis (daily is preferred). Postings and comments that are inappropriate or that contain information unrelated to school business should be deleted promptly. Such postings must be reported to the administration immediately.

F. Off-Campus and On-Campus Social Media and Internet Use Guidelines:

- a. Although staff members enjoy free speech rights guaranteed by the First Amendment to the United States Constitution, certain types of communication, typically by virtue of their subject-matter connection to campus, may relate enough to school to have ramifications for the author or subject at the school site.
- b. **Students and staff should never have an expectation of privacy regarding the contents of any personal files or communications on the school’s internet system or other school technology, including email and voicemail.** School technology may only be used for purposes related to the school. Any use for entertainment purposes, such as personal blogging, instant messaging, on-line shopping or gaming is not allowed. The use of school technology is a privilege, not a right.

- c. Use of personal technology/devices may violate the school's acceptable use guidelines (below) if the school reasonably believes the conduct or speech will cause actual, material disruption of school activities or a staff member's ability to perform his or her job duties.
- d. Off-campus internet usage is usually unrelated to West Ridge; however, in certain circumstances off-campus online communications may be connected enough to campus to result in either student or staff-member discipline.

G. Acceptable Use of Personal Social Networking Sites

- a. Limit On-Duty Use – Staff members are encouraged to limit their personal technology use during duty hours. Use of personal technology for non-school business should be limited to off-duty time and designated breaks.
- b. Work/Personal Distinction – Staff members are encouraged to maintain a clear distinction between their personal social media use and any school-related social media sites.
- c. Student Photographs – Absent parent permission for the particular purpose, staff members may not send, share, or post pictures, text messages, e-mails or other material that personally-identifies school students in electronic or any other form of personal technology. Staff members may never use images of students, e-mails, or other personally identifiable student information for personal gain or profit.
- d. Professional Effectiveness - School employees must be mindful that any internet information is ultimately accessible to the world. To avoid jeopardizing their professional effectiveness, employees are encouraged to abide by the off-campus internet usage school network & on-campus social media (Acceptable Use Policy), to familiarize themselves with the privacy policies, settings, and protections on any social networking websites to which they choose to subscribe, and to be aware that information posted online, despite privacy protections, is easily and often reported to administrators or exposed to school students. Employees may be disciplined for online conduct and/or speech which the school **reasonably believes will cause actual, material disruption to school activities**.
- e. Responsible Online Identity Monitoring – Employees are encouraged to monitor their 'online identity,' by performing search engine research on a routine basis in order to prevent their online profiles from being fraudulently compromised or simply to track information posted about them online. Often, if there is unwanted information posted about the employee online, that employee can contact the site administrator in order to request its removal.
- f. "Friending" School Students – Employees should never have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' social networking profiles and personal blogs should not be linked to school students' online profiles. Additionally, school employees should use appropriate discretion when using social networks for personal communications and should limit this activity to off-duty hours and the use of their own electronic communication devices.
- g. Contacting Students Off-Hours – When in doubt about contacting a school student during off-duty hours using either school-owned communication

devices, network services, and internet access route or those of the employee, begin by contacting the student's parent(s) or legal guardian through their school registered phone number. School employees should only contact school students for educational purposes and must never disclose confidential information possessed by the employee by virtue of his or her school employment.

- h. Because online content can be spread in mere seconds to a mass audience, the school encourages employees to ask themselves before posting any information online whether they would be comfortable having this information printed in the newspaper alongside their photo. If you would not bring it into the classroom, do not post it online, even if it is on a personal site.

Adopted: Dec. 14th, 2015; Feb. 28, 2022

ATTACHMENT 3: AUTOMATIC WAIVERS OF STATE LAWS

Automatic Waiver List as of 6/2/23	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct except as it relates to unlawful discrimination, including discrimination based on hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

ATTACHMENT 4: ADDITIONAL REQUESTS FOR WAIVER OF STATE LAWS AND/OR REGULATIONS

Non-Automatic Waivers from Colorado Statutes

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).

Rationale: The West Ridge Academy executive director or designee must have the ability to perform the evaluation of all personnel. Should the executive director or any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations.

Replacement Plan: West Ridge Academy uses its own evaluation system as agreed to in the charter school contract with the Weld County School District 6. West Ridge Academy's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for West Ridge Academy's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: West Ridge Academy anticipates that the requested waiver will have no financial impact upon the district or West Ridge Academy budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this charter school contract.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate

its teachers in accordance with its performance evaluation system, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. § 22-2-112(1)(q) Commissioner Duties – concerning the reporting of performance evaluation ratings

Rationale: West Ridge Academy has the authority to hire staff that support the school's goals and objectives. The school executive director, principal, or designated administrators are employed based, in part, upon their proficiency in performing professional evaluations of all personnel. Possession of a Type D certificate has no bearing upon effectively administering professional evaluations under the direction of the executive director. The school attracts executive directors/principals and professional instructors who possess a wide variety of professional backgrounds, including, but not limited to out-of-state professionals, college-level instructors, experienced professional instructors from settings not requiring a license, as well as professionals with business, academic, military, or corporate experience. All professional employees of WRA are employed on an at-will basis and demonstrate subject-matter mastery. WRA is exempt through specific waiver from requirements to report teacher evaluation ratings under the rubric established by C.R.S. 22-2- 112(1)(q)(I).

Replacement Plan: West Ridge Academy uses a thorough and comprehensive instructional evaluation system as agreed to in the charter school contract. West Ridge Academy's evaluation system will meet or exceed the law's requirements as to evaluating educators and providing them feedback. However, the methods used for West Ridge Academy's evaluation system will be substantially different from those required under statute. Thus, there is no sense in making the effort to gather information on these employees.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: West Ridge Academy anticipates that the requested waiver will have no financial impact upon the district or West Ridge Academy budget.

How the Impact of the Waivers will be Evaluated: Teacher performance and evaluation has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this charter school contract.

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

C.R.S. § 22-32-109(1)(b) Boards of Education. Specific Duties

Rationale: West Ridge Academy will be operating independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the charter school contract.

Replacement Plan: The Board of Directors of West Ridge Academy will adopt policies and the executive director will prescribe rules and regulations.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district. West Ridge Academy will be able to adopt policies and prescribe rules and regulations consistent with its budget.

How the impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to West Ridge Academy, as set forth in this charter school contract.

Expected Outcome: As a result of this waiver, West Ridge Academy will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set

forth in the charter school contract.

C.R.S. §22-32-109(1)(n)(I) Board of Education-Specific Duties

Rationale: West Ridge Academy is a public charter school and is responsible for its own calendar.

Replacement Plan: West Ridge Academy adopts a school calendar that has been reviewed by the charter school's school accountability committee and the WRA staff and approved by the West Ridge Academy School BOD. The calendar meets state and district requirements while providing year-to-year consistency and optimal efficiency for WRA families.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or West Ridge Academy.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between West Ridge Academy and Greeley-Evans School District.

Expected Outcome: As a result of this waiver, West Ridge Academy will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter school contract.

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education-Specific Duties

Rationale: West Ridge Academy will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The district will not set these policies.

Replacement Plan: West Ridge Academy administrators and teachers are professionals capable of ensuring appropriate contact hours between instructors and students meet or exceed minimum

statutory requirements.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or West Ridge Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this charter school contract.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties

Rationale: West Ridge Academy has the responsibility for its own calendar; the district calendar may not be the most effective for all students.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or West Ridge Academy.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between West Ridge Academy and Greeley-Evans School District.

Expected Outcome: As a result of this waiver, West Ridge Academy will be able to carry out its

educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter school contract.

C.R.S. §22-1-110 Education Regarding Alcohol and Controlled Substances

Rationale: The automatic waiver C.R.S. §22-32-109(1)(t) already grants West Ridge Academy the authority to determine its own educational program. The school adopts its own curriculum, including its own age-appropriate education program regarding alcohol and controlled substances.

Replacement Plan: West Ridge Academy meets the intent of the Colorado Academic Standards on Comprehensive Health and Physical Education by including in its regular science instruction the effects of alcohol and controlled substances.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or West Ridge Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this charter school contract.

Expected Outcome: As a result of this waiver, West Ridge Academy will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter school contract.

C.R.S. §22-1-128 Education Regarding Human Sexuality

Rationale: Colorado's automatic charter-school waiver C.R.S. §22-32-109(1)(t) grants West Ridge Academy the authority to determine its own educational program, and curricular strategies. The school's charter contract is predicated upon adherence to the Core Knowledge Sequence which includes human-reproduction science instruction in an age-appropriate sequence beginning in the 5th grade (typically 10-year-olds). These lessons are exclusive to the science curriculum, and do not include content normally called "human sexuality." This is the practice the school intends to maintain. However, upon careful reading of the new law, its "opt out" provisions are unclear, and imprecisely

written (inelegant grammar, lack of punctuation, overbroad definitions, etc.) making them subject to misinterpretation, and speculation on legislative intent. For example, non-science subject matter as prescribed by the curriculum and taught by West Ridge Academy to 10-year-olds (in subjects such as literature, art, history, etc.), and in other grades, sometimes touches upon “healthy relationships” (“an interpersonal relationship that is free of physical, sexual, and emotional abuse, coercion, and violence”) as defined by recently enacted (31 May 2019) C.R.S. §22-1-128(2)(d.5). These lessons are, indeed, delivered via “oral, written, or digital lesson(s), lecture(s), or presentation(s) given by school staff...that teaches about sexual activity in the context of...healthy relationships” as defined by C.R.S. §22-1-128(2)(d.5). The plain linkage of these new sweeping definitions has the effect of overbroad applicability directly altering the curriculum upon which the school’s charter contract and education model is predicated. For example, WRA students are exposed to relationships and situations described in Greek mythology, the anthropology of North American tribes, and those of many other world cultures past and present. WRA’s art curriculum acquaints students with Renaissance art and artists such as Jan van Eyck’s *Giovanni Arnolfini and His Wife* (also known as *Arnolfini Wedding*) in which the “marriage covenant” and the circumstances of the bride’s pregnancy are central themes. In hundreds, if not thousands, of such possible scenarios spanning anthropology (the study of relationships), history, art, Western Civilization, literature, music, and more, “healthy relationships” as defined by the new statute are inclined to be discussed, from time to time, in ways that would trigger the cascade of non-academic instructional requirements as prescribed by the new statute. West Ridge Academy’s rigorous, academically focused curriculum affords no unallocated classroom time to accommodate this additional curriculum without threatening the robust instruction that presently, and historically forms the basis for the school’s charter contract. A waiver option for charter schools in this circumstance was overtly verbalized, supported and preserved by the Colorado General Assembly, on a bi-partisan basis, prior to final adoption of this new statute. Such a waiver is the most practicable way for WRA to isolate its instruction of human reproduction to the science classroom, and effectively maintain fidelity to the Core Knowledge Sequence, and its school-wide science curriculum.

Replacement Plan: West Ridge Academy adheres to the Core Knowledge Sequence as stipulated in the school’s charter contract with the Greeley Evans School District. The Core Knowledge science curriculum instructs 5th grade students in cell division, plant and animal reproduction, and life cycles. Topics on “The Human Body” include the science of “Changes In Human Adolescence,” puberty, the endocrine system, and the reproductive system. The school instructs on these topics only within the domain of science. Evening presentations with parents precede and coincide with these lesson units,

and are intended to better prepare parents to address, as they deem prudent, non-scientific questions 10-year-olds are likely to pose when prompted by this particular science unit. Related lessons in other grades are likewise fully pre-defined for parents. For example, 7th-grade-science instruction takes a deep dive into cell division, and genetics. WRA's human-reproduction curriculum excludes non-science content such as health instruction, and instruction in human sexuality. The right and responsibility of parents to direct the education and upbringing of their children is wholly embraced by the school which accommodates all parental "opt-out" directives.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or West Ridge Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this charter school contract.

Expected Outcome: As a result of this waiver, West Ridge Academy will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter school contract.

C.R.S. § 22-63-201 Teacher Employment, Compensation, and Dismissal Act, Requirement to Hold a Certificate

Rationale: West Ridge Academy has the authority to hire teachers and executive directors/principals that support the school's goals and objectives. Executive directors/principals do not function as a traditional district school executive director/principal, but rather are responsible for a wider range of tasks and act as the school's chief executive officer. The school attracts executive directors/principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business, academic,

military, or professional experience. All employees of WRA are employed on an at-will basis. All employees of West Ridge Academy demonstrate subject-matter mastery.

Replacement Plan: West Ridge Academy as appropriate, hire certified teachers and administrators that meet or exceed the intent of the law. In some instances, it may be advantageous for the school to hire teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of West Ridge Academy.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or West Ridge Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this charter school contract.

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

C.R.S. § 22-63-202, C.R.S. Teacher employment, contracts in writing-duration-damage provision

Rationale: West Ridge Academy should be granted the authority to hire teachers, an executive director and principals that will support the school's goals and objectives. The executive director will not function as a traditional district school director, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer and overall school leader. The school will seek to attract administrators and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of West Ridge Academy will be employed on an at-will basis. All employees of West Ridge Academy will meet or exceed all federal and state employment

requirements.

Replacement Plan: The school may, as appropriate, hire certified or licensed teachers, an executive director and principals. However, in some instances it may be advantageous for the school to be able to hire teachers and/or administrators without a certificate or license and who possess unique background and/or skills that fill the need of West Ridge Academy.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or West Ridge Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this charter school contract.

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

C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract

Rationale: West Ridge Academy has the authority to develop its own employment agreements, terms, policies, and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the traditional-public school will be successful at WRA. All employees of WRA are employed on an at-will basis and subject to employment policies set by the school.

Replacement Plan: West Ridge Academy has its own employment policies, including teacher agreements, with the terms of non-renewal and renewal of employment agreements, and payment of salaries. These policies meet or exceed the intent of the law

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to West Ridge Academy, as set forth in this charter school contract.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

C.R.S. § 22-63-204 Teacher Employment Act-Receiving moneys from sale of goods

Rationale: West Ridge Academy has its own employment agreements, terms, policies, and conditions of employment. Because the school operates differently from traditional-public schools, its own developed best practices for determining acceptance of gifts, grants, and donations is necessary. All employees of WRA are employed on an at-will basis and subject to employment policies set by the school.

Replacement Plan: West Ridge Academy has its own best practices for determining acceptance of gifts, grants, and donations, and policies for teacher employment agreements and contracts that meet or exceed the intent of the law.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the district or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to West Ridge Academy, as set forth in this charter school contract.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs.

C.R.S. § 22-63-206 Teacher Employment Act, Transfer of Teachers

Rationale: West Ridge Academy is granted the authority under the contract between the school and Greeley Evans School District to select its own teachers. No other school or the Greeley Evans School District has the authority to transfer teachers into West Ridge Academy, or transfer teachers from West Ridge Academy to any other schools.

Replacement Plan: The school will hire teachers on a best-qualified basis. There is no provision for transfers.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the District or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to West Ridge Academy, as set forth in this charter school contract.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

C.R.S. § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School Readiness Assessments.

Rationale: West Ridge Academy should have the authority to implement relevant curriculum and assessments that ensure student success. The domains of physical well-being, motor development, social-emotional development, language and comprehension development, and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.

Replacement Plan: West Ridge Academy has two full time Kindergarten programs utilizing the Core Knowledge curriculum, and which are compliant with the Colorado Academic Standards.

1. Physical well-being and motor development:

- Students participate weekly in a structured Physical Education class that meets or exceeds state standards. Students are assessed on motor-development skills acquired throughout the year.
- Students participate weekly in Art education that meets or exceeds state standards. Development of fine motor skills is achieved through drawing, painting and making objects. Students are assessed on fine motor skills acquired throughout the year.
- Students participate weekly in Music education that meets or exceeds state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year.
- Students participate in daily writing exercises, e.g., learning how to hold and manipulate a pencil and form their letters and numbers properly. Students are assessed throughout the year.
- Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.

2. Social-emotional development (based on State Standards)

- Students are instructed in the positive behavior support system designed by the school. This includes classroom, cafeteria, recess, and hallway expectations. Students are rewarded for the positive behavior they demonstrate.
- Various classroom positive behavior techniques are implemented. These include red/yellow/green chart, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function that help them pay attention, remember directions and control their behavior.
- Students are taught our seven Pillars of Virtue throughout the year. They attend

monthly Character Education Assemblies where guest speakers discuss real life examples of how they promote the character traits. Teachers promote the Pillars of Virtue through literacy, science, and history that are taught in the Core Knowledge Curriculum. Parents and staff also role model proper behavior.

- Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.

3. Language and comprehension development (based on State Standards)

- Students receive instruction 90 minutes each day using the Core Knowledge Curriculum. This is a comprehensive program for reading, writing, listening and speaking that builds vocabulary and knowledge. Students master sounds and letters for fluent decoding and encoding and build knowledge, language and vocabulary that are essential for comprehension. Assessments are administered every two weeks to monitor growth.
- *DibelsNext* assessment is administered three times per year. Any student who does not make benchmark is progress monitored every two or three weeks to note progress. If the student is far below benchmark on two consecutive administrations the student is placed on a READ plan and given an additional 30 minutes of small group instruction.
- *NWEA (Northwest Evaluation Assessment)* assessment is administered three times per year. Any student who does not make benchmark is monitored every two or three weeks to note progress.

4. Cognition and general knowledge (based on State Standards)

- Students receive 60 minutes of math instruction using Saxon Math. This math curriculum is based on the State Standards. Assessment is given every week to monitor progress. Students who fall behind are given additional time in small groups or 1:1 sessions with the teacher in the area of need.
- Science – Students are instructed on various topics including: Plants and Animals; Animals and Their Needs; Human Body (including taking care of their body with exercise, cleanliness, healthy foods and rest); Introduction to Magnetism; Seasons and Weather; and Taking care of the Earth. Assessment is given regularly to monitor progress.
- History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and the globe, students recognize

rivers, lakes, mountains, Atlantic and Pacific Oceans and the North and South Pole); an overview of the seven continents; Native American Peoples, Past and Present; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day), Presidents, Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt, and current United States President), and symbols and Figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House).

- Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.
- *NWEA (Northwest Evaluation Assessment)* assessment is administered three times per year. Any student who does not make benchmark is monitored every two or three weeks to note progress.

Any student not making adequate growth in any of the above areas receives intervention strategies in small groups or 1:1 instruction. Intervention plans are developed with supporting documentation. The information includes results of formal assessments, informal assessments, and developmental checklists. This information is housed in Pearson Inform, which is our internet based data management system. This program brings together achievement data from many sources, generates student and summary reports, and allows for distribution to appropriate Student Teacher Assistance Team (STAT) members.

If students do not respond with adequate growth following this intervention they may be referred to the Academic Support Team for further assessment. These assessment results are held in Enrich. Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statutes.

Duration of the Waiver: West Ridge Academy Charter requests that the waiver be for the duration of its contract with the district. Therefore, the waiver is requested for five years, until June 30, 2028.

Financial Impact: West Ridge Academy anticipates that the requested waiver will have no

financial impact upon the district or West Ridge Academy.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to West Ridge Academy's curriculum and the overall program design.

Expected Outcomes: West Ridge Academy expects that as a result of this waiver, the school will be able to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

ATTACHMENT 5: WAIVERS OF DISTRICT POLICIES

District Policy	Title	
AC-R2	Title IX Sexual Harassment Grievance Procedures	WRA has adopted its own system for Title IX Sexual Harassment Grievances but will work directly with the District throughout the complaint process.
BBBA	Board Member Qualifications	WRA has adopted its own system for board member qualifications.
BDA	Board Organizational Meeting	WRA has adopted its own system for board meetings.
BDFA	District Personnel Performance Evaluation Council	WRA is responsible for its own employees and has a rigorous evaluation process that is based in Colorado teacher standards.
BDFC	Preschool Council	WRA does not offer preschool making this policy irrelevant.
BEDB-E	Agenda Format	WRA has adopted its own system for board meetings.
BEDF	Voting Method	WRA has adopted its own system for board meetings.
BEDH-R	Public Participation at Board Meetings (Addressing the Board)	WRA has adopted its own system for board meetings.
BG	School Board Policy Process	WRA has adopted its own system for board meetings.
CHCA	Handbooks and Directives	WRA has adopted its own system for board meetings.

DBG	Budget Adoption Process	WRA has adopted its own system for our budget adoption process
DGA	Authorized Signature/Check Writing Services	WRA has adopted its own system for check writing services.
DJE	Bidding Procedures	WRA has adopted its own procedures for bidding and purchasing.
DN	School Properties Disposition	WRA has adopted its own procedures for school disposition.
EEA	Student Transportation	WRA has adopted its own procedures for student transportation.
EEA - R	Student Transportation	WRA has adopted its own procedures for student transportation.
EEAEAA-R	Drug and Alcohol Testing for Bus Drivers	WRA has adopted its own procedures for drug and alcohol testing.
GBA	Open Hiring/Equal Employment Opportunity	WRA is responsible for its own employees and employs personnel at-will making these policies unnecessary.
GBAA	Sexual Harassment	WRA has adopted its own system for Title IX Sexual Harassment Grievances.
GBAB	Workplace Health and Safety Protection	
GBEBA	Staff Dress Code	WRA has adopted its own policy for staff dress code.
GBEBC	Gifts to and Solicitations by Staff	WRA has adopted its own policies for gift giving.
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules	WRA has adopted its own compensation and contract policy for instructional staff.
GCG/GCG A	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff	WRA has adopted its own policies for part-time and substitute employment and qualifications.

GCHC	Professional Staff Induction Program	WRA has adopted its own induction program that has been approved by the state of Colorado.
GDO-R	Evaluation of Classified Staff	WRA has adopted its own procedures for evaluating classified staff.
GDQD	Discipline, Suspension and Dismissal of Classified Staff	WRA has adopted its own procedures for evaluating classified staff.
IC/ICA	School Year/School Calendar/Instruction Time	WRA has adopted its own policy developing the school calendar, schedule and instructional time.
IG	Curriculum Development	WRA develops its own curriculum in accordance with its contract.
IHAM	Health and Family Life/Sex Education	WRA selects and adopts instructional material to support the curriculum set forth in the charter renewal.
IJ	Instructional Resources and Materials Selection, Adoption and Disposal	WRA selects and adopts instructional material to support the curriculum set forth in the charter renewal.
IJK	Supplementary Materials Selection and Adoption	WRA selects and adopts supplementary material to support the curriculum.
IJNDB	District and School Website Publishing	WRA has adopted its own policies for website publishing.
IJOA	Student Travel	WRA has adopted its own policies for student travel.
IKA	Grading/Assessment Systems	WRA has adopted its own system for student grading and assessment systems.
IKE	Ensuring All Students Meet Standards (Promotion, Retention and Acceleration of Students)	WRA adopts its own standards and guidelines regarding accelerating, promoting, and retaining students.
IKF	Graduation Requirements	WRA establishes its own graduation requirements pursuant to its proposal.

IMB	Teaching About Controversial/Sensitive Issues	WRA adopts its own approach and methods to instruction regarding controversial topics.
IMBB	Exemptions from Required Instruction	WRA determines the standards and protocol by which a student may be exempted from the curriculum's required instruction.
JBB	Sexual Harassment Under Title IX and Other Prohibited Misconduct of a Sexual Nature	WRA has adopted its own system for Title IX Sexual Harassment Grievances.
JIC	Student Conduct	WRA has adopted its own procedures for student conduct.
JICA	Student Dress Code	WRA has adopted its own procedures for student dress code.
JICC	Student Conduct in School Vehicles	WRA has adopted its own procedures for student conduct in school vehicles.
JICDA	Code of Conduct	WRA has adopted its own procedures for code of conduct.
JICEC-R	Student Distribution of Noncurricular Materials	WRA has adopted its own procedures for distribution of non curricular materials.
JICJ	Student Use of Cell Phones and Other Personal Technology Devices	WRA has adopted its own procedures for student cell phone use and other personal technology devices.
JJE-R	Student Fund-Raising Activities	WRA has adopted its own procedures for student fund-raising activities.
JK-R	Student Discipline	WRA has adopted its own procedures for student discipline.
JKD/JKE	Suspension/Expulsion of Students (and Other Disciplinary Interventions)	WRA has adopted its own procedures for suspension, expulsion and other disciplinary interventions.
JKD/JKE-R	Suspension/Expulsion of Students (Hearing Procedures)	WRA has adopted its own procedures for hearing procedures for suspension and expulsion of

		students.
JKF	Educational Alternatives for Expelled Students	WRA has adopted its own procedures for educational alternatives for expelled students.
JQ	Student Fees, Fines and Charges	WRA has adopted its own procedures for student fees, fines and charges.
KB	Parent Involvement in Education	WRA establishes its own policies concerning parental involvement.
KEC	Public Concerns/Complaints about Instructional Resources	WRA establishes board policy to resolve concerns, complaints & grievances.
KEC-E	Request for Review of Instructional Materials	WRA establishes a protocol for responding to requests for review of instructional materials.
KEF	Public Concerns/Complaints about Teaching Methods, Activities or Presentations	WRA establishes methods to accept, review, and address public concerns and complaints.
KFA	Public Conduct on School Property	WRA has adopted policies regarding public conduct on school property.
KHC	Distribution/Posting of Noncurricular Materials	WRA has adopted policies regarding the distribution of materials that are unrelated to the curriculum.
KHC-R	Distribution/Posting of Non Curricular Materials	WRA has adopted policies regarding the distribution of materials that are unrelated to the curriculum.
KI	Visitors to Schools	WRA has adopted policies concerning visitors to school property.
KLK	Relations with State Agencies	WRA develops guidelines for interacting with state agencies.

ATTACHMENT 6: ENROLLMENT PREFERENCES, SELECTION METHOD, AND ENROLLMENT TIMELINE AND PROCEDURES

- A. Student Enrollment: WRA will make enrollment decisions in a nondiscriminatory manner. The school will make reasonable efforts to recruit, enroll and retain a student body that is reflective of the demographics of the district. The school will have strategies in place to meet the needs of all students, including at-risk and ELL students. Enrollment in the school will be open to any student who resides within the district as well as students who reside in school districts that are contiguous to the district. A majority of the school's students will reside in the district.

- B. Method of Enrollment: Enrollment will be done by a first-come, first-serve wait list. Available openings will be determined by the administration. The process to begin enrollment for the upcoming school year will begin on February 1. Parents will have forty-eight (48) hours to accept or reject an opening.
 - a. If the parents/guardians cannot be contacted for whatever reason, including, but not limited to their failure to notify WRA of changes in address or phone number, or they fail to return messages, their child shall be removed from the waitlist and the enrollment opening offered to the next child in order of priority. A parent/guardian contacting the school after their child is removed from the list may request the child be reinstated. Their child will be added after the last student on the current list.

- C. The school will enroll only those students who meet the school's age and grade requirements, and who are not otherwise ineligible to enroll based on criteria in Article 33, of Title 22, including the criteria in 22-33-106(3)(f), C.R.S. in another district school. Students must be five years old on or before June 15th of the school year in question to be eligible to enroll in kindergarten. Exceptions may be considered for birth dates between June 16 and October 1. A birth certificate or similar legal document must be presented to school officials so that a verified date of birth can be recorded on the child's school record.

- D. Enrollment Procedures: Students from the following categories will be given priority in enrollment, in the order they are listed:
 - a. Siblings of currently enrolled students

- b. Children or grandchildren of founding board members
- c. Children of employees

- E. Informational Tours: Parents and students will have an opportunity to learn more about the school's philosophy and curriculum by visiting the school for a tour of the facility and speak with administration for additional program information. Parents will be referred to our website for school information which will include the general code of conduct, dress code, school calendar, parental involvement opportunities, transportation options, food services program, etc.
- F. Process: The enrollment process will include the parent signing a release for records in order for the school to obtain the student's previous academic history. The parent will need to complete the application form as well as all paperwork required by school districts and state regulatory agencies. All paperwork must be completed before the student may start classes, i.e., a copy of the student's birth certificate, parental contact information, academic records, immunization records, etc.