

CHARTER SCHOOL CONTRACT

between

**SCHOOL DISTRICT NO. 1 IN THE
CITY AND COUNTY OF DENVER
DENVER PUBLIC SCHOOLS**

and

Girls Athletic Leadership Middle School

JULY 2013

DPS CHARTER SCHOOL CONTRACT FOR

Girls Athletic Leadership Middle School

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DPS CHARTER SCHOOL CONTRACT FOR

Girls Athletic Leadership Middle School

This Contract, effective the 1st day of July, 2013 is made and entered into between School District No. 1 in the City and County of Denver and State of Colorado (the “District”) and the **Girls Athletic Leadership Middle School**, a public school organized as a nonprofit corporation (the “School” ”GALS MS”, (collectively, the “Parties”).

RECITALS

WHEREAS, in September 2009, Denver Public Schools received an application for consideration of a charter school referred to as GALS, (“the **School**”);

WHEREAS, on November 30, 2009 the District’s Board of Education (“the Board”) approved the application for GALS,

WHEREAS, on November 29, 2012, the Board approved the renewal application for **GALS**, including establishing conditions for affirmation of the approved High School expansion;

NOW THEREFORE in consideration of the foregoing recitals, the Parties agree as follows:

AGREEMENT

1. ESTABLISHMENT OF Girls Athletic Leadership Middle School,

As authorized by the Charter Schools Act, the District hereby approves the renewal application Charter School Contract for GALS MS upon the terms and conditions set forth in this Contract as well as the terms and conditions outlined in Resolution #3391. The School further acknowledges failure to meet the performance objectives outlined in this contract or failure to adhere to the terms and conditions of this contract renders the Contract to be subject to revocation pursuant to the Charter School Act.

The School acknowledges that the renewal of its charter is conditional upon the School’s compliance with the conditions stated in Resolution #3391. The School further acknowledges that failure to comply with these conditions is a material breach of this contract and may result in revocation of the School’s charter or withholding of funds.

2. MISSION

The Girls Athletic Leadership Middle School (GALS MS) envisions a world where all young women, regardless of their background, are given access to a personalized and holistic education that provides them the opportunity to access the skills, knowledge, and self-determination to succeed in college and to develop as leaders in their communities and the world. Our mission is

to provide a college preparatory education in a supportive environment that fosters the academic mastery and personal development necessary for every young woman to become a powerful advocate for herself and leader of her community.

3. TERM OF AGREEMENT

This Contract is effective July 1, 2013, and will terminate on June 30, 2016, unless earlier terminated or extended as provided herein. Pursuant to DPS Board Resolution #3391 this Contract may be extended for one year and terminate on June 30, 2017 if DPS determines that the School has met the performance conditions, stated in Resolution #3391. In addition, the contract may be renewed for an additional period upon application for renewal in accordance with state law and Board approval of the renewal of the application.

4. GENERAL

- A. Application Incorporated in Contract. The GALS MS application for the establishment of the School (“the School Application”), as approved by the Board, is incorporated into this Contract as Appendix A. The application for renewal, as approved by the Board, is incorporated to this Contract as Appendix E (“the Renewal Application”). The provisions of this Contract will supersede and control over any conflicting or inconsistent language contained in the School Application or the Renewal Application. The provisions in the Renewal Application will supersede and control over any conflicting or inconsistent language contained in the School Application. References to “the Contract” set forth below shall include the School Application and the description of the educational program provided in the Renewal Application.
- B. 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 superseded by this Contract.
- C. Amendments. No amendment to this Contract will be valid unless ratified in writing by the District Board and the School’s governing body and executed by authorized representatives of the Parties; except that the Board delegates to the Superintendent or his designee the authority to ratify non- material amendments, such as amendments regarding a change in educational programming which is consistent with student performance standards, so long as the ratification is in writing and executed by the Superintendent or his authorized designee.
- D. Governing Law and Enforceability. This Contract will 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 will have effect only to the extent permitted by law. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship, and to negotiate in good faith to adopt any necessary or appropriate replacement provision.

- E. No Waiver. The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.
- F. No Third Party Beneficiary. This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.
- G. 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.
- H. Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

5. CORPORATE STATUS

The School is organized as a nonprofit corporation, subject to the following terms and conditions:

- A. Compliance with Contract. The corporation will be bound by and operated in a manner consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law.
- B. Corporate Purpose. The purpose of the corporation as set forth in its articles will 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.
- 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 corporation will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The articles of incorporation and bylaws are attached to this Contract as Appendix B. Any modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body must be submitted to the Office of School Reform and Innovation, Denver Public Schools within ten business days of its ratification or adoption by the School.
- D. Dissolution. Upon dissolution of the corporation, all assets of the corporation remaining after paying the corporation'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 and will be conveyed to the District, as provided in this Contract. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Under dissolution, all such documentation shall be provided to the District.

- E. Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

6. COMPLIANCE WITH LAWS, POLICIES, PROCEDURES, AND RULES

- A. In General. The School will comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent the School has obtained waivers from state law and District policies, in accordance with Section 7 below.
- B. State Accountability. The School agrees that it shall be deemed a public school subject to all applicable provisions of Colorado Revised Statutes, specifically including, but not limited to student assessment, student assessment administration, data collection, reporting, grading, and remediation requirements. The School shall also be held to the accreditation requirements including those for which other schools are accountable and other accreditation requirements as may be appropriate for charter schools.
- C. Program. The operation of a charter school shall be deemed to include, to the extent permitted under C.R.S. § 22-30.5-104(8), other educational programs that are research-based and proven to be effective.

7. WAIVERS

- A. Waivers of State Law. The School may submit to the District requests for waivers of state law. The School is responsible for providing adequate replacement policy language demonstrating that the school will meet the intent of the statute for each state statute that the school seeks to waive, including those defined as “automatic waivers” by the state. Requests that meet these requirements per a review by the District shall be submitted by the District on behalf of the School to the Colorado State Board of Education. If the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers representatives of the Parties will meet to negotiate the effect of such State Board action. The School is requesting the state law waivers listed in Appendix C.
- B. Waivers of District Policies, Procedures, and Rules. The School may submit to the District requests for waivers of District policy. The School is responsible for providing adequate replacement policy language demonstrating that the school will meet the intent of the District policy for each policy the school seeks to waive, including those defined as “automatic waivers” by the District. District approval shall not be unreasonably withheld provided the school has submitted adequate replacement policy language. The School is exempt from compliance with waived policies and any procedures and rules implementing those policies. The School has requested and obtained the District policy waivers listed in Appendix D.
- C. Compliance with Statutory Intent Through Substitute Policies. The School will comply

with the intent of waived statutes, rules or policies, through maintenance of and compliance with substitute policies, rules or commitments made in connection with any waiver of state statutes, state board rules, and District policies.

8. EDUCATIONAL PROGRAM

- A. Characteristics. The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval:
- B. The GALS MS education plan is based on a scope and sequence aligned to Colorado State Standards, common assessments and standards-based grading, and an instructional philosophy that allows teachers to differentiate instruction, and practice best-practices in inclusion, to meet the needs of the varied skill levels and learning styles of our GALS MS community. The GALS MS specific pedagogy is based on best practices in gender-based and active learning.
- C. Content Standards. The School's educational program shall meet or exceed the Colorado Academic Standards aligned with the Common Core State Standards including changes prescribed by the State Department of Education.
- D. Curriculum. The School shall implement the curricula described in the Renewal Application for GALS MS, supplemented with such other curricula which may be helpful to the School's academic progress to the extent that such curricula meets or exceeds Colorado Academic Standards aligned with the Common Core State Standards, including changes prescribed by the State Department of Education, and District policies that have not been waived.
- E. Graduation Requirements. Unless otherwise agreed to by the District and the School, the School's curriculum shall meet or exceed all of the graduation requirements of the District and the School's course offerings will be appropriately aligned with those requirements as applicable.
- F. Educational Services. If the School plans to contract with any outside corporation, agency or entity ("Service Provider") for the provision or implementation of all or a substantial portion of its educational programming, the initial agreement reflecting such contracting, any renewal of such agreement, and any amendment making material changes to such agreement (the "Management Agreement") is subject to District approval prior to execution by the School's governing board or President. In addition, the Management Agreement must provide that: (1) the District is a third-party beneficiary to the Management Agreement and (2) the District has the right to enforce and rely upon the obligations set forth in the Management Agreement. Such designation as a third-party beneficiary and right to enforce and rely upon obligation set forth in the Management Agreement shall be for the sole purpose of enforcing rights and obligations related to circumstances of school closure and termination of the Management Agreement.

The Management Agreement shall include a provision requiring the School and Service Provider to provide written notice to the District of any intent to terminate the Management Agreement no later than December 1st of a given school year. In the event

timely notice of termination is not provided to the District, the termination shall not be effective until the end of the school year which follows the school year in which the notice was provided. This provision shall supersede any other provision within the Management Agreement regarding termination effective date which may be in conflict with this provision.

In addition, the Management Agreement shall include a provision stating that in the event of school closure, the School and Service Provider shall both have the responsibility to continue to provide on reasonable terms, the educational services and programs as outlined in the Management Agreement during any phase-out period for the School, even if the Service Provider has submitted an intent to terminate the Management Agreement.

- G. Staff Qualifications. Each teacher and all applicable staff shall meet the “Highly Qualified” requirements of the Elementary and Secondary Education Act (“ESEA”) which are applicable to all public schools in Denver Public Schools. The School shall ensure that it submits data verifying the Highly Qualified status of all teachers and applicable staff to DPS by the date specified by DPS annually and subsequently for staff hired during the school year within four weeks of hire. Upon review of the Highly Qualified documentation, teachers who do not meet the criteria and standards may not continue to be employed as classroom teachers in those classrooms where they are not qualified to teach.
- H. Staffing. The approved Renewal application includes a staffing and leadership plan designed to provide the educational program. The District may initiate a Right to Review, pursuant to section 10 of this contract if the School is proposing or has undertaken changes to its staffing plan that the District reasonably believes are likely to have a substantial adverse effect on the School’s ability to deliver the education program as approved. Furthermore, the School agrees to notify the District of a change in School leader within 10 business days of such change.
- I. Staff Training. The School agrees to provide all staff with the training necessary to be effective in their positions, including any training required by local, state, or federal law.
- J. Assessment.
 - 1. The School shall participate in all testing programs required by the State of Colorado, currently including, but not limited to, the Transitional Colorado Assessment Program (“TCAP”), Colorado ACT and any applicable placement and assessment tests for English Language Learners, including but not limited to ACCESS and W-APT, as they exist now or may later be amended. The School shall attend all District required training sessions, maintain test security, and administer the tests consistent with all relevant state and District requirements, including District-developed testing ethics and administration procedure training to school staff. The School shall follow professional and ethical standards. Violation of this provision of the Contract shall be deemed a material violation;
 - 2. The School shall comply with the requirements of the Colorado Reading to Ensure

Academic Development Act (“READ”);

3. The School shall implement the interim assessments described in the Renewal Application GALS MS Middle submitted by the School or as approved by the District, as applicable. The District may request interim assessment data as part of ongoing performance monitoring or other processes. The School will supply this data within 15 days of a written request by the District for such information.
 4. Each year, the School shall administer a survey to measure the satisfaction of its parents and students. The School shall use, at a minimum, the satisfaction survey developed and scored by the District. The School may also administer its own satisfaction survey but this cannot be in lieu of the district survey.
- K. Gifted and Talented Students. The School will implement a process for identifying gifted and talented students that is acceptable to the District and the School will comply with state rules to create and maintain an Advanced Learning Plan (“ALP”) for each student who is identified as gifted and talented.

9. ELL AND STUDENTS WITH DISABILITIES

- A. English Language Learners. The School shall implement a program for English Language Learner (ELL) students that uses efficient and effective techniques to provide ELL students with the English language skills they need to meaningfully and equally participate in the School’s mainstream English language instructional program. To satisfy the three-pronged test set forth in *Castaneda v. Pickard* (1981), the School must meet the needs of ELL students in several critical areas, as follows:
1. The School shall follow the District’s procedures for identifying, assessing and exiting English language learners, consistent with state and federal law.
 2. The School is required to demonstrate evidence of an English language development block for all ELL students that uses research-based curriculum and resources specifically selected by the School for ELL students.
 3. The School shall provide Transitional Native Language Instruction (TNLI); or an equivalent in native language supports if it is serving a significant number of ELL students; or a program based on an educational theory recognized as sound by experts in the field or is considered by experts as a legitimate experimental strategy with the resources and personnel to implement this theory effectively;
 4. The School shall assess whether the program is being implemented with fidelity and conduct ongoing evaluation and adjustment of programs to ensure language barriers are actually being overcome.
 5. The School shall provide English Language Acquisition (ELA) program services by ELA teachers who are fully qualified based on acceptable evidence-based standards such as completion of the District’s ELA training program or a District approved

training program as designed by the School, or possession of a current English as a second language certification. In addition, all teachers must be Middlely qualified pursuant to federal requirements.

The District and School will work collaboratively to ensure that the School's English Language Acquisition program complies with state and federal law as well as any court order applicable to the District's ELL programs, in a manner that preserves the essential nature of the unique educational program of the School.

B. Students with Disabilities. Notwithstanding anything in this Contract to the contrary and unless otherwise agreed to by the Superintendent or his designee and the School, special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), or the Americans with Disabilities Act ("ADA") shall be provided as follows:

1. The District's Responsibilities. The District, as the Local Education Agency ("LEA"), is responsible for ensuring that the requirements of federal special education law and regulations are met in the School, and that special education and related services are provided in the same manner that the District provides such services in other schools in the District. Accordingly, the District will provide administrative and special services using District staff (except as set forth herein), forms, documents, and procedures. Regardless whether the District or the School provides special services staff, the District will oversee and monitor all referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities. Additionally, the District will oversee procedural compliance with federal and state law and regulations concerning the education of students with disabilities. 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 will control. The District will provide training, consultation and advice to the School as needed with regard to Section 504 compliance, including legal interpretations, recommendations for intervention strategies, and assistance in conducting Section 504 Plan and review meetings.
2. The School's Responsibilities. The School will comply with all Board policies, procedures and regulations, and the requirements of federal and state law and regulations concerning the education of students with disabilities. The School will cooperate with and assist the District in the delivery of special education services. By way of illustration and not by way of limitation, such cooperation and assistance shall include making available reasonable times and places, including an appropriate resource room or work area, during the regular school day for the provision of special education services, providing time at the School's expense for the student's general education teachers to attend IEP meetings and other meetings and to provide consultation to the District's special education staff concerning students, and providing appropriate meeting rooms at the School site for meetings with parents. Additionally, the School will be responsible for compliance with Section 504 and the

ADA in its general curriculum, including but not limited to implementation of any formal Section 504 Plan that has been developed for a student.

The School shall employ the teachers and paraprofessionals necessary to provide specialized instruction to its students with mild/moderate disabilities. Such teachers and paraprofessionals shall be properly trained, licensed and endorsed to provide the special education services for which they are employed, including meeting the definition of “Highly qualified teacher” pursuant to the No Child Left Behind Act and IDEA, as amended from time to time, and such teachers and paraprofessionals shall have such other training and qualifications as the District may in its discretion prescribe from time to time for similarly situated District teachers and paraprofessionals. The number of teachers and paraprofessionals employed to provide specialized instruction to mild/moderate students of the School shall be determined in accordance with generally applicable District requirements. The District reserves its right to require the School to assign a different teacher to provide specialized instruction to mild/moderate students if the District determines that the teacher employed by the School in that capacity is not properly trained or qualified or is not delivering special education services in accordance with applicable law or District policies.

3. Provision of Services for Mild/Moderate Needs Students: The School shall provide a Free and Appropriate Public Education to students with mild or moderate needs in accordance with the student’s IEP or 504 plan.
4. Provision of Services for Students with Severe Special Needs: If asked by the District, the School shall work with the District to develop a plan and program to serve students with severe special needs, as outlined herein. The District and School shall work jointly to determine if the School is an appropriate host for one or more programs to serve students with severe special needs. In the event the District and the School agree to place students with severe special needs at the School, the School and the District agree to address all issues necessary or proper to the implementation of necessary programming, including but not limited to the anticipated nature and characteristics of the severe needs program or programs to be maintained by the School, the role of the School and District personnel in the delivery of services to such students, the expected content of communications to parents or the public regarding such services or program, responsibility for student transportation, and the financial arrangements to support such services or programming.
 - a. Funding. Schools that serve students with severe special needs shall receive funding and support from the District in accordance with state and federal law, including the following: the standard per pupil operative revenue per the formulas in place for that school year; salaries of staff, equal to the average salaries of the District staff working in comparable programs; and direct initial funding to the program that is equitable with levels of funding provided to comparable District programs serving comparable students. The District agrees to make available upon request timely information regarding the cost of services being provided to students with severe special needs by program types and schools.

- b. Program Design & Staffing. The District and the School shall engage in a collaborative process to outline the program design. Parties will mutually agree to the timeline for implementation as well as the program materials and approaches to be utilized. The design, staffing and structure of the program must be in compliance with the IDEA. For any disagreements between the School and District which may impact compliance with IEPs or the IDEA, the District's decision shall control. Staff members working in the center program shall be employees of the School, not of the District. As such, the School shall ensure that all staff members meet the licensure standards applicable throughout the District and actively participate in the necessary training to maintain their skills and licensure; and implement and provide special education services in accordance with the terms and conditions of each student's IEP. The School shall provide to the District, prior to making a final offer of employment to each prospective staff member for the center based program, the following information and documentation regarding such prospective staff member:
 - i. Copy of current license, registrations, and/or certifications
 - ii. Proof of completion of education requirements
 - iii. Resume/References
 - iv. Background Check
 - v. Drug Screening (if necessary as determined by DPS or if required by law)
 - c. Student Enrollment, Placement and Transfer. Students shall be placed in the School's severe needs program through the District's Location Determination Team ("LDT"), which will work with the School to ensure that the School can adequately serve students placed in the program. The LDT is responsible for determining the enrollment, placement, transfer or removal of a student located at the School; provided, however, all such decisions shall be made in consultation with the staff members of the program, student's parents and are consistent with the enrollment, placement, transfer and removal process as established by the District, taking into account the School's ability to implement a student's IEP, provide the required facilities and suitable resources to meet the needs of a student that the applicable state and federal special education law requires. As much as possible, the District will work to place students in advance of the start of the school year.
5. Admission Process/Procedure. To ensure that the needs of students with disabilities are met, the School shall do the following:
- a. Following the application deadline and upon completing the lottery, if any, the School will obtain from the District the student or the student's most recent district of attendance the most recent IEP or Section 504 Plan, if any.
 - b. Immediately upon the receipt of the student's IEP or Section 504 Plan by the School, the materials will be provided to the appropriate school personnel for

review.

- c. When an applicant has an IEP or Section 504 Plan, prior to the decision to admit or deny admission, a screening team consisting of the appropriate School personnel will review the IEP or Section 504 Plan, will make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the student is currently receiving mild/moderate services through an IEP, or is currently served through a Section 504 Plan, the School shall accept the student for admission unless there are physical barriers to the student's access to the School. If the screening team cannot reach consensus that a student is able to be admitted, the District representative shall convene a complete IEP team or Section 504 review team to make the final determination.
 - d. When a student with disabilities who has been placed in a severe needs program by an IEP Team or who has intensive service needs as identified by an IEP Team applies for admission into the School, the principal of the School shall convene an enrollment meeting with the School Principal or designee, the School special education chairperson, the parents, and a District representative. The student's application for admission is contingent upon the determination by the enrollment team that the student can receive a free appropriate public education ("FAPE") in the least restrictive environment at the School, subject to the provisions outlined in Section 9.B above. If the determination is that FAPE is not available, the student's application for admission will be denied and the student's current placement will remain as determined by the student's current IEP.
 - e. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school will be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or 504 Plan review meeting is held and the IEP or Section 504 Plan is changed.
6. Responsibility to Defend. The District will handle, at its cost, administrative and court proceedings and provide for the defense and payment of any claims, awards, or damages, including attorneys' fees, resulting from any alleged violation of any applicable law or regulation pertaining to the education of students with disabilities who are enrolled in the School, provided that the School gives its full cooperation to and follows the advice and instructions of the District in special education and 504-related matters, and is in compliance with the terms of this Contract.
 7. Third Party Providers and Consultants. Because the District remains responsible for special education services in the School under federal law, the School shall not engage the services of any third party to provide special education and/or related services, without first obtaining the written approval of the District, which approval the District may withhold in its sole discretion. In the event that the School believes

that an arrangement for a third party to provide special education and related services is needed, the School shall make a written request for the same to the District, setting forth the reasons for such request. The District will initiate discussions with the School administration as needed, and will make a decision regarding the requested third party services on the same basis as such decisions are made in and for other District schools.

- C. Compliance with Charter Schools Act. The Parties acknowledge that they have negotiated alternative arrangements for the provision of federally required educational services, as permitted by C.R.S. § 22-30.5-112 (a.8), and that this Contract sets forth the agreed terms of those arrangements.

10. OBJECTIVES/PUPIL PERFORMANCE STANDARDS AND EVALUATION

- A. Academic Performance Objectives. The School shall adhere to the following academic performance objectives, which shall be measured annually.

1. DPS School Performance Framework (“SPF”): The School shall annually *Meet Expectations* or *Exceed Expectations on the DPS School Performance Framework*. The School will only receive an official SPF rating for the entity recognized in this Contract and identified by a CDE supplied school number. No subdivision of the School shall receive a public rating. Depending on the grade configuration of the School, the School may not receive an official SPF rating, which shall not preclude the District from evaluating whether the School has met academic performance objectives. The School will have the ability to review the SPF prior to its release, access to student level data, and access to the rubrics outlining how SPF metrics are calculated.

As stated in DPS Board Resolution #3391, GALS Middle School shall be rated as “meets expectations” or “distinguished” on the 2013, 2014, and 2015 DPS School Performance Framework (SPF). If GALS Middle School meets the conditions specified in Board resolution #3391 then this contract shall be extended for one year, pursuant to Section 2 of this contract.

2. TCAP or comparable required State Assessment. Student results, including those measuring longitudinal growth and levels of proficiency, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide.
3. State and Federal Accountability. The School shall meet all State accountability requirements of the Educational Accountability Act (C.R.S. §§ 22-11-101 *et seq.*), as amended by SB 09-163 and shall meet all Federal accountability requirements not explicitly waived in the Colorado Department of Education’s (CDE) ESEA Flexibility Request.
1. B. Organizational Performance Objectives: The School shall adhere to the following organizational performance objectives, which shall be measured annually. The

school's expenditures, inter-fund transfers, or reserves shall not be in excess of available revenues and beginning fund balances;

2. The school's annual operating margin shall not fall below 1%.
3. The school shall maintain a reserve that meets statutory requirements under the provisions of Article Section 20(5) of the Colorado constitution (TABOR); C.R.S. 22-44-105 (1) (c.5).

C. Evaluation and Progress Monitoring. The School shall be subject to review of its operations, including related records, when the District, in its sole discretion, deems such review necessary. The District determines the process and method by which it collects and analyzes data and the School agrees to cooperate with the District and submit any required documentation.

1. Renewal Review Process. The School shall be subject to a rigorous, objective evaluation process in order to renew this Contract. The Renewal Review Process shall occur in the final school year of the term of this Contract. Such process shall include multiple measures of progress towards the Performance Objectives (cited in Section 10.A and 10B of this contract) as well as compliance with the other terms and requirements of this Contract. The School shall be required to submit a renewal application as part of such process, in form and substance acceptable to the District. In addition, the School may be required to participate in review meetings, discussions, and/or school visits conducted by the District. Schools rated as "Accredited on Watch," "Accredited on Priority Watch," or "Accredited on Probation" on the DPS School Performance Framework must meet the mutually agreed upon performance benchmarks identified in 10A in their entirety (if applicable), as determined by the District, and also demonstrate a capacity for ongoing school improvement in order to receive a contract renewal.
2. Annual Progress Monitoring. The District shall regularly gather academic, operational and financial data in order to determine the School's progress towards the Performance Objectives (cited in Section 10.A and 10B of this Contract) as well as to monitor general compliance with Contract requirements and local, state and federal law.
 - a. As part of Annual Progress Monitoring, the District may use evaluative tools such as the Financial Performance Framework to benchmark the performance of the School against other charter or District schools. The District reserves the right to develop and implement such tools. The School shall have the right to review official reports and analysis prepared by the District as part of the Annual Progress Monitoring.
 - b. As part of Annual Progress Monitoring, the District will provide all schools with annual feedback on academic performance and organizational sustainability, per the requirements of C.R.S. § 22-30.5-110 (1b).
3. Interim Review Process. The School may be subject to an Interim Review Process in a year other than the final year of this Contract, in the sole discretion of the District.

Similar to the Renewal Review Process, the Interim Review Process shall include multiple measures of progress towards the Performance Objectives (cited in sections 10A and 10B of this contract) as well as compliance with the other terms and requirements of this Contract. The Interim Review Process may require unique data submissions, meetings, discussions and/or school visits conducted by the District.

D. Failure to Meet Objectives

If the District reasonably determines that there is a substantial likelihood that the School will fail to meet or make reasonable progress toward achievement of the Performance Objectives (cited in Sections 10A and 10B of this contract), that it will fail to meet generally accepted standards of fiscal management, that it is failing to comply with District policies not expressly waived, or to address concerns regarding the health and safety of students and staff at the School, the District may invoke the right to review and require remedial action. In that event, upon written notice by the District, the School shall, within thirty (30) days of notice, propose a corrective action plan. The District shall have the right to approve or reject the plan, and to monitor implementation of the plan. As part of the Corrective Action Plan, the District may require that the School identify specific interim performance objectives be set and that this contract be amended to include these interim performance objectives. These objectives must be agreed upon by the School and District and this right shall not supersede other rights provided around District action.

The School acknowledges that achieving the Performance Objectives and complying with the material terms of this contract is critical to meeting the needs of students in the District. The School shall actively monitor its own progress towards achieving the Performance Objectives and any benchmarks outlined in a corrective action plan, as applicable. If the School continues to fail to meet the Performance Objectives, the School agrees to consider the option of relinquishing this Charter Contract. Further, the School acknowledges that a failure to meet the Performance Objectives is a material breach, as outlined in Section 21 of this Contract.

11. SCHOOL CALENDAR

- A. The School shall adopt a school calendar with an instructional program that meets the compulsory school attendance requirements of state law, financial guidelines, and state regulations. The fiscal year for the School will be from July 1st to June 30th. Each year the School will develop a calendar and submit it to the District by April 15th. The School will implement a calendar with at least as many instructional hours as the District.

12. ENROLLMENT

- A. Enrollment Policy. As required by the Colorado Charter Schools Act, C.R.S. 22-30.5-104(3), the School shall make enrollment decisions in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School will develop and implement an

annual recruitment plan, designed to provide access to all student populations which includes, but is not limited to, enrolling students that are eligible for free/reduced lunch, students with special needs, and English language learners, and represents the diversity of the District. The District may review this recruitment plan at any time upon reasonable request to the School.

- B. Enrollment Milestones: The School acknowledges that during the course of this contract, it is critical to the ongoing viability of the School that the School maintain consistent enrollment. The following milestones are established regarding enrollment:
1. During all subsequent years of operation, by the end of the first round of SchoolChoice, on or around February 28, the School shall have and maintain enrollment of at least 80% of its projected year enrollment for the following school year. In the event that the School does not achieve 80% of its projected enrollment for the following year by February 28, the School shall provide the District with a budget no later than May 1 that demonstrates that the School can operate the approved educational program based on the enrollment at the time of the budget submission.
- C. Enrollment Priority. The School shall provide priority enrollment to students as follows:
1. The School shall provide priority to Denver resident students. That is, if the School shall have more applicants than it has space, preference shall be given to Denver resident students.
 2. Once a student has been admitted through an appropriate process, including students enrolled at the School prior to the approval of this contract, that student may remain in attendance through subsequent grades, without regard to any priorities listed above.
- D. Maximum Enrollment. The maximum number of students who may be enrolled in the Middle School shall be 300 students. This maximum enrollment was determined pursuant to negotiations between the District and the School and is consistent with facilitating the academic success of students enrolled in the School and facilitating the School's ability to achieve the other objectives specified in the Contract. If the School wishes to enroll more than the maximum number of students listed above, the School must submit a written request to the District, in form and substance acceptable to the District, for review and consideration as an amendment to this contract. This maximum enrollment should not exceed the capacity of the School facility. Each year, the School will be asked to affirm an annual maximum enrollment that will be used to determine mid-year enrollment and SchoolChoice numbers. For charter schools serving defined neighborhood boundaries, the District shall institute an overflow plan immediately upon the school reaching 105% of its maximum enrollment.
- E. Grade Configuration: The approved grade configuration for the School shall be 6-8. If the School wishes to change the grade configuration, the School's board shall submit a written request for approval, in form and substance acceptable to the District for review and consideration as an amendment to this contract pursuant to district processes for approving grade configuration changes. This request shall include an educational program plan and staffing, financial forecasts, evidence demonstrating the need for the

additional grades, alignment with regional feeder patterns, and demonstrations of community engagement and demand.

- F. Student Movement into the District after the First Round of Choice. To accommodate students physically moving into the District after the First Round of Choice (after February 1st), the School agrees to enter placeholder slots (equal to 5% of their total open slots across grade levels) in its enrollment lottery, if such a lottery is required because the School is over-subscribed. As an outcome to the lottery, placeholder slots may end up on the accepted student list or on the waitlist. Between February 1st and the last Monday in the month of August, any student who moves into the District shall have the right to request one of the placeholder slots of schools. The School shall hold these placeholder slots until the last Monday in the month of August, at which time it can draw students off its waitlist to fill any remaining slots so that schools reach their target enrollment by October 1st.
- G. Student Movement After October 1st. Pursuant to Colorado state law, students who enroll in the School shall have the right to remain enrolled in the School through the end of the school year, absent expulsion, graduation, court ordered placement, or IEP placement. After October 1st, 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) is subject to an agreement between the School and the Superintendent or his designee. The School agrees to use the standard District administrative transfer process. The School's enrollment will be counted on or before October 1st of each year, by a process implemented by the District. Should a student withdraw from or otherwise depart from the School after October 1st, the School may choose to fill the vacated enrollment slot with a student from the School's enrollment waitlist, if the School has such a waitlist. If the School chooses not to fill the vacated enrollment slot with a student from the waitlist, then the School will be required to make the vacated enrollment slot available to a student moving into the District, if such student requests to enroll at the School. The School will not be required to accept such a student if it will cause the School's total enrollment to exceed the number of students enrolled and counted as of October 1st.

13. TUITION

The School will not charge tuition for general education to students who reside in the District, except as permitted by the sliding scale fees applied to full-day ECE and Kindergarten programs, as set forth by the District. Tuition for nonresident students may be charged in accordance with state law and such District policies and procedures as may be adopted from time to time.

14. SCHOOL FACILITIES

- A. The GALS Middle School has been approved to be located at the Del Pueblo facility at 750 Galapago Street. The maximum capacity of the Del Pueblo facility is 375. GALS is approved to incubate the GALS High School at Del Pueblo (750 Galapago Street)

provided that the total enrollment of all grades does not exceed this maximum capacity.

In the event that the approved grades (6-12) will not fit at the Del Pueblo facility without exceeding the maximum capacity, then the school shall submit a proposed alternate facility plan to the District for all or part of the 6-12 grade configuration as described below.

- i. By October 30, 2015, or a date otherwise agreed to by the District, the School shall provide a short-list of probable, financially viable permanent facility location(s) for the High School that are acceptable to the District.
 - ii. By February 1, 2016, or a date otherwise agreed to by the District in writing, the School shall provide evidence in writing that it has secured a financially viable permanent location for the High School that is acceptable to the District. In the event that the School does not provide such evidence by the February 1 deadline, the School shall not continue to enroll students that would cause the capacity of the facility to be exceeded. Should the permanent location involve construction or renovation at the Del Pueblo site, the School is subject to the additional provisions below.
 - iii. If the School wishes to submit a proposal to build a new structure or renovate the facility at 750 Galapago Street, the School must submit a proposal in writing that clearly outlines the planned construction and identifies a full funding plan acceptable to the district. Such plans must be submitted at least three months prior to the planned construction commencement date and in no case later than 15 months prior to the planned occupancy date. At its sole discretion, the District may approve such plans. If the plans are approved, the District and School shall jointly agree in writing to the lease or ownership terms for the proposed structure.
- B. Use of the Facility by the School. The School will use the facility for the sole purpose of operating a public school as authorized by this Contract. Only those activities ordinarily incidental to the operation of a public K-12 school will be permitted on the School premises. The School will not carry on, nor will it permit, any activity that would threaten or endanger the health or safety of occupants, the structural integrity of the facility, or the insurability of the facility. The School may not lease, sublet, or otherwise grant to any third party any right to enter upon or use the premises without the written approval of the District, provided that the School may permit use of the facility by persons or groups associated with it for functions and activities consistent with the use of a public school building, and in accordance with District policies regarding facility use or an alternative policy agreed to by the District.
- C. Inspections. The District will have access at all reasonable times to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this Contract.
- D. Impracticability of Use. If use by the School of a facility is rendered impracticable by any

cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School. However, if such an event occurs, the District shall use its best efforts to locate or provide an alternative facility for use by the School.

15. DISTRICT SUPPORT OF FACILITY NEEDS

The District will help support the School's facility needs by providing for the following:

- A. Inclusion in District General Obligation Bond Elections. The School shall have the opportunity to be considered for and included in any District General Obligation Bond Elections for charter capital construction needs, in accordance with the requirements set forth in C.R.S. § 22-30.5-404. Capital construction projects shall be consistent with the purposes set forth in C.R.S. § 22-42-102(2)(a) to (2)(a)(V). Determination of whether to include the School's request in the Bond Election is at the discretion of the District.
- B. Provision for Independent Charter School Mill Levy. The School shall have the opportunity to request that the District submit to the eligible electors of the District the question of whether to impose a mill levy for the purpose of financing capital construction for the School in accordance with C.R.S. § 22-30.5-405. Any election called for by a special charter school mill levy shall have the costs borne by the School. Determination of whether to include the School's request in a Mill Levy Election is at the discretion of the District, unless required by law.
- C. Facility Needs. The District shall cooperate with the School in providing information available to the District regarding available facilities, furniture and equipment, if any, and will consider any request of the School for the use of such resources by the School.
- D. Access to District Facilities: The School shall have the right to apply to the District for consideration for District facilities pursuant to the District's policies regarding facility allocation and co-location and the established District facility allocation and co-location processes. If a School is approved for placement in District facilities, the District shall make the space available without charging rent, and all other applicable services for operations and maintenance shall be made available at cost, according to the terms of the Facility Use Agreement. The term and duration of the Facility Use Agreement shall match the term of this Contract. The Facility Use Agreement will outline mutual responsibilities of the School and the District that are necessary for the School to occupy a District owned facility.
- E. Notice of Bond Elections or School Mill Levy. The District Board shall provide the School with advance notice of any District Board of Education meeting at which it considers a proposed District General Obligation Bond Elections for charter capital construction needs, in accordance with the requirements set forth in CRS § 22-30.5-404, or a proposed mill levy for the purpose of financing capital construction in accordance with CRS § 22-30.5-405.

16. FINANCIAL COMPLIANCE

The School shall comply with all state financial and budget rules, regulations, and financial reporting requirements with which the District is required to comply, including but not limited to:

- A. Audit. The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit, as approved by the School's governing board, will be provided to the District in written form by September 15th of each year. The School will pay for the audit. In addition the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If such audit is not received by September 15th of each year, it shall be considered a material breach of Contract which the School shall have 10 days, or such other time as the Parties may agree, to cure;
- B. Interim Reports. The School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(1)(b). Such reports shall be submitted to the District no later than twenty (20) days following the end of each quarter except for the fourth quarter report which shall be submitted no later than thirty (30) days following the end of the fiscal year;
- C. Records. The School agrees to maintain financial records in accordance with the appropriate governmental accounting method and to make such records available promptly to the District upon request;
- D. Financial Policies. The School shall use and follow all polices in the Financial Policies and Procedures Handbook from CDE, chart of accounts, and appropriate use of account codes, including grant codes using templates provided by the District as mandated by CDE.
- E. Fund Compliance. In the event that the School accepts state or federal funds, the School shall adhere to state and federal guidelines and regulations regarding the appropriate budgeting, expenditure, accounting and reporting for such funds;
- F. Transaction Records. The School shall record all financial transactions in general, appropriations, and revenue and expenditures records. Appropriate entries from the adopted budgets shall be made in the records for the respective funds. Separate accounts shall be maintained for each of the funds;
- G. Fund Transfer. The School shall not transfer funds from one fund to another without a charter school board resolution authorizing such action;
- H. Fund Repayment. The School shall repay inter-fund loans within three months after the beginning of the following budget year;
- I. Reconciliation and Public Inspection. The School shall assure that all records for the School are maintained at the School administrative office, are posted and reconciled at

least monthly and are open for public inspection during reasonable business hours;

J. Annual Budgets. The governing board of the School shall adopt an annual budget and a budget statement that describes the major objectives of the educational program and manner in which the budget proposes to fulfill such objectives. On or before May 1st of each year, the School will submit to the District a draft proposed budget for the upcoming fiscal year. The District will review and contact schools if there are any areas of serious concern within two weeks of submission. On or before June 1st of each year, the School will submit to the District the School's adopted budget for the upcoming fiscal year (July 1st to June 30th) that has been reviewed and approved by the School's governing board. If the budget submitted by the School does not comply with this Contract, and if the District and the School are unable to agree upon modifications to the School's proposed budget, the District may approve the School's budget with modifications reasonably necessary to ensure that the budget provides sound fiscal management and supports the educational program. The School is required to provide reconciliation between the beginning fund balance on a budgetary basis and on a modified accrual basis of accounting. The reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be included with the final version of the amended budget and the annual audited financial statements. The School shall not expend any moneys in excess of the amount appropriated by resolution for a particular fund, may not have a contingency reserve in excess of 15% of annual revenue, and shall not have a deficit in the School's unrestricted fund balance. The School shall adopt a budget and an appropriation resolution for each fiscal year, prior to the beginning of the fiscal year. The budget shall:

1. Be presented in a summary format which is understandable by any layperson reviewing the budget;
2. Be presented in a summary format that will allow for comparisons of revenues and expenditures among District schools by pupil;
3. Be presented in a format that itemizes expenditures of the School by fund and by pupil;
4. Show the amount budgeted for the current fiscal year;
5. Show the amount estimated to be expended for the current fiscal year that is coming to a close;
6. Show the amount budgeted for the ensuing fiscal year when the budget will be in effect;
7. Specify the proposed expenditures and anticipated revenues arising from the contracting of bonded indebtedness by a capital improvement zone located within the school district if applicable;
8. Ensure that the School holds unrestricted general fund or cash fund emergency reserves in the amount required under the provisions of Article Section 20(5) of the Colorado constitution (TABOR); and
9. Not provide for expenditures, inter-fund transfers, or reserves in excess of

available revenues and beginning fund balances.

- K. Budget Expenditures. The School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the School's budget.
- L. Allocation of Funds for At-Risk Pupils. The School shall spend 75% of at-risk funds for direct instruction of at-risk pupils or staff development associated with teaching at-risk pupils as specified in C.R.S. § 22-54-105 (3a).
- M. School Finance Act. The School shall comply with any other requirement imposed through the School Finance Act, from time to time, on charter school finances, budgeting, accounting and expenditures, provided that the District shall provide annual notice and information regarding material changes to the School Finance Act and the parties will collaborate to assure that they each remain reasonably current on the impact of School Finance Act modifications on charter schools. The parties agree that the School retains primary responsibility for compliance with the School Finance Act.
- N. Public School Financial Transparency Act. The School shall comply with any requirements imposed through the Public School Financial Transparency Act.

17. DISTRICT FUNDING

A. Revenues.

1. School per Pupil Revenue Funding. In each fiscal year during the term of this Contract, the District shall provide 100% of the School's PPR to the School minus the amount of the School's proportionate share of the central administrative overhead, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement less deduction for purchased services, less other deductions as provided herein and adjusted as provided herein. District per pupil revenues will have the meaning defined in C.R.S. § 22-30.5-112(2)(a.5) or C.R.S. § 22-30.5-112.1, whichever is applicable, and shall include, when required by law, supplemental kindergarten funding. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.
2. Mill Levy Funds. The District shall pay to the School its proportionate share of the 1998, 2003, and 2012 Mill Levy Override Funds, and any future mill levy funds approved by voters, for which it is eligible and the School agrees to use such funds in accordance with Board approved guidelines and ballot measure language approved by voters.
3. Categorical Aid.
 - a. Federal: Each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV or 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.

- b. State: By January 15th the District shall provide to the School the School's proportionate share of applicable Gifted and Talented and CDE-40 Transportation funds. CDE funding for ELPA is determined by the State's finalized October count with budget approval from the State Legislature. CDE allocates Amendment 23 capital construction funds to the District on a rolling basis determined by the date each payment request is sent to CDE. Within 15 business days of receipt of ELPA, Amendment 23 capital construction, and any other State Categorical Aid, the District shall provide to the School the School's proportionate share of applicable state categorical aid 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.
- B. 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 the 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 School Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached and the student is enrolled in one or more District programs, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements. If a student is included in the state-reported enrollment count at one location only, then the receiving location is to remit to the other location its share of the funding.
- C. TABOR Reserve. The District shall retain a sum equal to three percent (3%) of most revenue received by the School from the District, exclusive of gifts and federal funds, for use by the School for declared emergencies as provided in Article X, § 20(5) of the Colorado Constitution (referred to in Section 17.J. above). Such emergency reserve shall be adjusted as needed throughout the year to provide for the retention of an emergency reserve equal to three percent (3%) of such revenues for each year. The amount held by the District may not satisfy the School's full TABOR obligation. It is the responsibility of the School to ensure it holds enough TABOR reserve between the District and the School to meet the full requirements. On July 15th each year, the District shall pay to the School interest on such retention for the preceding year, at a rate equal to that earned by the District on its funds. The School may request release of some or all of such funds pursuant to a resolution of its governing body declaring an emergency within the meaning of Article X, § 20(5) of the Colorado Constitution, provided that the sum so released shall be withheld from the following year's funding to restore the full three

percent (3%) reserve.

D. District Services. Except as may be expressly provided in this Contract, as set forth in any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be subject to all terms and conditions of this Charter School Contract, except as may be otherwise agreed in writing.

1. Special Education Services. The School shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services, multiplied by the number of students enrolled in the School. The per pupil cost shall be equal to the total budget for special education, (to include the General Fund special education and related specialized services expenditures plus special education transportation expenditures) less any categorical special education revenue received by the District, less the proportionate share of any categorical transportation revenue received by the District, less the District expenditures for mild/moderate teachers working in District-run schools, divided by the total number of students enrolled in the District, times one plus the District's state-certified indirect cost rate. Charges to the School may be withheld from the funding provided to the School pursuant to Section E below.

a. School Option to Provide Certain Specialized Services. Subject to the provisions set forth in Section 9.B. above and its subsections, the District and the School may enter into an agreement, subject to annual renewal, whereby the School accepts the responsibility to provide certain specialized services directly to students for a given school year, rather than having the District provide these specialized services. Such services may include social work, nursing and psychology services to students. In all cases, the School must comply with personnel licensure requirements as specified by the State of Colorado as well as any qualifications or credentials necessary to comply with the federal ESEA rules. The School must follow a District-provided timeline to notify the District that the School intends to provide such services directly. The School must further supply proof of credentials and qualifications to the District, for any personnel engaged to provide such services, by a deadline set by the District. If the School complies with all requirements, as determined by the District, then the School shall be eligible to receive a rebate for the services not being provided by the District. The amount of such rebate shall be determined by the District and shall represent the District average personnel expense incurred to provide like services.

2. Student Information Data Processing System. The District shall provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School shall use such system and shall adhere to all District directives, processes and timelines, with respect to such use. Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met

including such documentation as is required to verify student enrollment. In addition, the data recorded in the student information system informs certain measures on the District SPF and the State SPF. The School shall install and maintain such equipment as is necessary to use such system. The District shall provide access to the system and timely support for its use as part of its role to authorize and oversee the charter School.

3. Direct Costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-112(2)(a.9)(b.5). Such negotiations shall be concluded by June 15th of the year preceding that to which the costs apply or at a mutually agreed upon time by the District and the School.
 4. Other Purchased Services. The School may request that the District negotiate for the direct purchase of District services not otherwise included in this Contract pursuant to C.R.S. § 22-30.5-112(2)(a.9)(b). Such negotiations shall be concluded by June 1st of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.
 5. Unique Services. Funding shall be adjusted for any unique services provided by the District to the School pursuant to written agreement of the Parties. Such unique services may include those outlined in the Facilities Use Agreement, referenced in Section 15.D, which shall be applicable should the School occupy a District owned facility.
- E. Disbursement of District Per Pupil Revenue Funding. The District will disburse per pupil revenue funding to the School as follows:
1. On July 15th of each District fiscal year, twenty-five percent (25%) of the District funding provided for projected pupil membership on October 1st of that year shall be allocated to the School. It is understood and agreed that this July 15th installment will be remitted only upon the District receiving all of the following: the School's approved budget as required by Section 18.A of this contract, proof of insurance, the School's calendar, the School's board member roster, contact information, and disclosure information using forms supplied by the District, replacement policies for District policies that have been waived by the Board of Education, and, in each year following the first year of operations, proof of previous year's pension and COP payments, and fire drill records. The Parties acknowledge that such conditions placed on receipt of funds are authorized under C.R.S § 22-30.5-105(2).
 2. On October 15th of each year, twenty-five percent (25%) of the funding provided for projected pupil membership on October 1st of that year shall be made available to the School. It is understood and agreed that the October 15th installment will be remitted only upon the District receiving the following: an emergency plan for the current year and, in each year after the first year of operation, a successfully completed annual audit conducted by an independent auditor using GASB #34 accounting guidelines; the fiscal year-end trial balance; and an annual review of the School's academic,

operational, and financial performance in a format agreed to by the District. If a successfully completed financial audit, as required in this paragraph, is not received by September 15th, the October 15th payment, and all subsequent payments due under this Contract, shall be withheld until such time that the School submits the required audit and trial balance.

3. The remaining state funds adjusted to reflect the official pupil membership on October 1st of that school year and Colorado Department of Education calculation of the District's per pupil funding payable under this Contract shall be disbursed on or before January 15th each year upon the District receiving the first quarter budget versus expenditure report.
- F. Adjustment to Funding. The District's disbursement of funds will be adjusted as follows: January 15th of each year, funding may be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1st 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 Contract. Funding on January 15th may also be adjusted for any services provided by the Contract. Additional adjustments to funding may be made after January 15th should CDE's calculation of the District's per pupil funding change (positive or negative.)
- G. School Payments to the District. No later than the last workday of each month during the term of this Contract, the School shall remit its share of the District's COPs payment to the District based on district guidelines. The COPs rate will be determined annually by the District at annually established rates consistent for all District schools. The annual COPS rate is calculated by taking the total COPs obligation divided by total covered payroll. Payroll detail and computations must be provided in an acceptable format at the District's request.

18. NON-APPROPRIATION OF FUNDS BY THE DISTRICT

The Parties agree that the funding for the School shall constitute a current expenditure of the District. The District's funding obligations under this Contract will be from year-to-year only and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund the School shall terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding.

19. SCHOOL OPERATION

- A. Operation as a Public School. The School shall operate in all respects as a nonsectarian, nonreligious, non-home based public school. The School shall not be affiliated with any non-public sectarian school or religious organization.
- B. Open Meetings and Open Records Laws. The School acknowledges that it is subject to the provisions of the Colorado Open Meetings Law and Open Records Act, and agrees that it will comply with the provisions of such laws in connection with all of its activities.

- C. Nondiscrimination. The School shall not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation, gender identity or disability. To the extent the School engages in or is alleged to have engaged in discriminatory practices, it expressly agrees to hold harmless and indemnify the District, its board members, officers, employees, and agents from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding, pursuant to this Contract.
- D. Operational Powers. The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): 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 school purposes (subject to Board approval); 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. Any borrowing above five percent (5%) of the School's budget will be subject to prior Board approval.
- E. Authority of Governing Body. The School's governing body shall have full authority and responsibility, including ultimate responsibility for school fiscal, legal and contractual compliance matters, as is appropriate to a Colorado charter school and Colorado nonprofit corporation and all authority and responsibility necessary or proper to exercise the powers granted by this Contract or by law. The School's governing body shall have, understand, and meet the fiduciary duties imposed on such bodies by operation of law and shall, conversely, enjoy all individual immunities from liability provided by law. Nothing in this contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.
- F. Administrative Records. The School will maintain all administrative records, including student academic and personnel records, required by law and District policies and procedures, to the extent no waivers apply. In particular, the School shall maintain such student records as the District maintains through its student information applications and shall use the District's student information data processing system to maintain such records. In addition the School agrees to maintain all official personnel records including background checks and official documents verifying the Middlely Qualified status of teachers and other applicable personnel. The School agrees to make all administrative and student records promptly available to the District upon request.
- G. No Encumbrances. During the term of this Contract, the School will not encumber to any third party any of its assets without the written permission of the District.

20. EMPLOYMENT MATTERS

- A. No Employee or Agency Relationship. Neither the School nor its employees, agents, or contractors are employees or agents of the District; and neither the District nor its

employees, agents, nor contractors are employees or agents of the School. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Contract.

- B. Pension and Benefit Plan. Pursuant to C.R.S. § 22-30.5-111(3), employees working at the School shall be members of the Public Employees Retirement Association (“PERA”).

No later than the last workday of each month during the term of this Contract, the School shall remit employer and employee contributions directly to PERA. Such contributions shall be subject to annual revision in accordance with the requirements of the Retirement Plan. PERA rules and regulations shall govern benefits for School employees participating in PERA, as amended from time to time. The School agrees to identify and inform the District and PERA of employees of the School and changes in the identity of employees of the School.

- C. District Teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from their employment with the District and may be eligible for two additional one-year leaves of absence upon mutual agreement between the teacher and the District. The status of any teacher in the District employed by the School will not be affected by such employment; however, the period of time a teacher is employed by the School will not be considered for purposes of calculating District employment time, District salary, or probationary time, or for similar purposes. At the end of three consecutive one-year leaves of absence, the relationship between the teacher and the District will be determined by the District.

- D. Teacher Membership in Professional Organizations. Teachers at the School have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of a teacher in or financial support for any organization shall not be required as a condition of employment with the School.

- E. Background Checks. The School agrees to obtain and retain copies of fingerprint and background checks for all employees. The School shall give notice to the District of any employee it finds who has a prior conviction of a felony and of any employee who is convicted of a felony during the term of an employee's employment. The District may conduct background checks of School employees as it deems necessary for the health and safety of students. The School may request that the District provide fingerprinting services to assist with conducting personnel background checks, as well as drug-screening services, should the School desire such services. Such services would be provided to the School at cost, per terms agreed to by the School and District.

21. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

The grounds and procedures for termination of this Contract and dissolution of the School will be as follows:

- A. Termination by the District. This Contract may be terminated, after written notice to the School, and the charter revoked by the Board upon recommendation of the Superintendent. Any termination or revocation shall take effect after the School has had the opportunity to exhaust its first appeal to the State Board of Education. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current semester, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. The Contract may be terminated for any of the following reasons:
1. The School meets any of the grounds for revocation provided for under the Charter Schools Act as they exist now or may be amended (C.R.S. § 22-30.5-110(3)-(3.5));
 2. If the School is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for two consecutive years and the school fails to provide evidence acceptable to the District Board that the School is making sufficient improvement to attain a Higher accreditation category within two school years or the school is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for a third consecutive school year; or
 3. The School is bankrupt or insolvent.
- B. Other Remedies. The District may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.
- C. Termination by the School. Should the School choose to terminate this Contract before the end of the contract term, it may do so in consultation with the District Board at the close of any school year and upon written notice to the District Board given at least ninety (90) days before the end of the school year.
- D. Dissolution. Upon termination of this Contract for any reason by the District Board, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, the District Board will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the District will not be responsible for and will not assume any liability incurred by the School beyond funds allocated to it by the District under this Contract. School personnel and its governing body shall cooperate fully with the winding up of the affairs of the School in accordance with the District's school closure policies and protocols and all applicable laws.
- E. Disposition of School's Assets upon Termination or Dissolution. Upon termination of this Contract for any reason or if the School should cease operations or otherwise dissolve, then, at the sole discretion of the District, any assets owned by the School, including tangible, intangible, and real property, remaining after paying the School's debts and obligations and not requiring return or transfer to donors or grantors, will become the property of the District.

22. INSURANCE AND LEGAL LIABILITIES

A. Insurance. The School will maintain adequate insurance necessary for the operation of the School, including, but not limited to, property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the School and its employees with policy limits as set forth below:

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

Such insurance contracts shall have the District named as an additional insured. The District may reasonably require the School to adjust the coverage and limits provided for under the terms of any particular contract or policy. The School will pay any deductible amounts attributable to any acts or omissions of the School, its employees, or agents. The School will provide the District with Insurance Certifications on or before July 1 of each year as provided below.

B. Insurance Certification. The School shall provide the District with a copy of the insurer's insurance certificate information annually.

C. Risk Management. The School will promptly report to the District any and all pending or threatened claims or charges, promptly provide the District's general counsel and risk manager with all notices of claims, cooperate fully with the District in the defense of any claims asserted against the District, its board members, agents or employees arising from or related to the operation of the School, and comply with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the District's and the School's applicable insurance policies. If the School obtains insurance through any policy held by the District, it shall comply with all risk management requirements of the District and its insurer.

D. Limitation of Liabilities. Except as expressly stated in Section 9.B.6, in no event will the District, Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of the School, its officers, employees, or agents.

E. Faith and/or Credit Contracts with Third Parties. The School shall not have authority to extend the faith and credit of the District to any third party and agrees that it will not attempt or purport to do so. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District and agrees to include a statement to

this effect in each contract or purchase order it enters into with third Parties. The School acknowledges that the same provisions in law that apply to the District itself limit the School's authority to contract.

- F. Indemnification. The School agrees to indemnify and hold the District, its Board members, officers, employees, and agents harmless from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the School's operation or the conduct of any of the School's employees, agents, or representatives. The School's indemnification and hold harmless obligation shall include all damages, attorneys' fees, costs, and expenses incurred by the District. The District may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges, or proceedings. This provision will not be deemed a relinquishment or waiver of applicable immunities or other limitations of liability available to the School, or the District under law. This indemnification obligation will not be interpreted or applied to make the School financially responsible for claims against the District made by third parties and based on conduct occurring at the School by District board members, officers, or employees operating within the scope of their responsibilities to the District.
- G. Formal Notification of Legal Action. The School shall provide written notice to the District in the event that the School is named as a defendant in a threatened or current legal action. Such notice shall be given no later than fifteen business days after the date at which the legal action was filed or threatened.

23. TRANSPORTATION

Unless otherwise agreed to with the District, any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School, in accordance with the Renewal Application. Except to the extent set forth in the Application or as it is authorized hereafter in writing by the Board, the School shall not impose a transportation fee.

The School, if the District agrees, may purchase transportation services from the District at cost. If the School purchases transportation services from the District, then the School and the District shall develop a transportation plan.

The School may be asked to provide transportation services as part of a Facilities Use Agreement, should the School choose to occupy a District owned facility.

24. FOOD SERVICES

If requested to do so by the School, the District will provide free and reduced price meals to qualifying students in a manner determined by the District and in accordance with School Board policy and applicable federal and state law.

25. PROVISION OF POLICIES TO THE DISTRICT

Upon request, the School will furnish to the District copies of all written policies and procedures it may adopt with respect to any matter relating to its operations and educational program.

26. DISPUTE RESOLUTION PROCESS

All disputes arising out of the implementation of this Contract shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.

- A. Informal Negotiation. If a dispute arises between the District and the School relating to the implementation of this Contract, authorized representatives of the District and the School will meet at the request of either party to discuss a resolution to the dispute.
- B. Formal Notification of Dispute. If the dispute is not resolved, and as soon as a party determines, in its judgment and discretion, that further informal negotiations will be futile or unduly delayed, either party may submit to the other a written notice identifying the specific action with which it disagrees, any contract provision which it alleges was violated, and specific corrective action it wishes the other party to take. In any event, such notice shall be given no later than ninety (90) calendar days after the date at which a disputed action was taken and the complaining party knew, or in the exercise of reasonable diligence should have known, of the disputed action.
- C. Non-Binding Arbitration. If the Parties are unable to negotiate a resolution to the dispute within ten (10) days of receipt of such notice, either party may request non-binding arbitration. The party making the request will notify the other party of the request in writing. Within one week of receipt of notice by the other party, the authorized representatives of the Parties will attempt to agree on an arbitrator. If they reach no agreement within one week after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.
- D. Procedure. The arbitrator will conduct a hearing limited to the issues raised in the notice required by Section b above. The arbitrator will have authority to make procedural rules and will issue a report to the Parties within thirty (30) days after the close of the hearing. Such report shall contain findings and a recommendation regarding the issue(s) in dispute. The arbitrator's recommendation shall be forwarded confidentially to the District, with a confidential copy to the charter school. After receipt of the arbitrator's recommendation, the Parties may meet to discuss a resolution to the dispute.
- E. Board Action. If the Parties are unable to negotiate a resolution, the Board shall in turn make a decision on the matter and release the arbitrator's recommendation. For purpose of this Contract, the release of such finding, pursuant to C.R.S. § 22-30.5-107.5(3)(b), shall mean the same date as the Board releases its decision. The Board's action on the recommendation shall be final and binding; subject only to such appeal as may be authorized by law.

- F. District's Authority. The dispute resolution process set forth in this Contract shall not be required prior to the exercise of any contractual right or authority by the District or its board of education, including remedial authority for any breach of this Contract, provided that the District's exercise of any such right or authority shall be subject to this dispute resolution process.
- G. Waiver. Failure to file notice within the time specified in Section b or failure of a party to reasonably advance the process within the times specified, shall be deemed a waiver of any further right to contest an action covered by this procedure and shall forever bar any claim or proceeding related to such action, provided that the Parties may agree in writing to extend any of the time limits for a specified period and provided that neither party shall be responsible for an arbitrator's failure to meet the deadline established in Section 27.D.
- H. Costs Shared. The Parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

27. NOTICE

Any notice required or permitted under this Contract will be in writing and will be effective upon personal delivery or three days after mailing when sent by certified mail, postage prepaid, addressed as follows:

- A. To the District:
Denver Public Schools
Tom Boasberg, Superintendent
900 Grant Street
Denver, Colorado 80203
- B. Copy To:
Molly Ferrar, Counsel

Denver Public Schools
900 Grant Street
Denver, Colorado 80203
- C. To the School:
Girls Athletic Leadership School

200 S. University Blvd.

Denver, CO 80209
- D. Copy To:
Stalker Henderson

Board Chair. Girls Athletic Leadership School
200 S. University Blvd

Denver, CO 80209

E. Copy To:

William P. Bethke

Counsel, GALS

Kutz & Bethke LLC

363 S. Harlan Ste. 104

Lakewood, CO 80226

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective July 1, 2013.

SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER

ATTEST:

By: 
President, Board of Education

By: 
Secretary, Board of Education

GALS MIDDLE SCHOOL

ATTEST:

By: _____
Chairperson/President

By: _____
School Official

APPENDIX A

School Application

(The School Application is available for review in the Office of School Reform and Innovation)

APPENDIX B

Articles of Incorporation and Bylaws

(Articles of Incorporation and Bylaws available for review in the Office of School Reform and Innovation)

APPENDIX C

Requested State Law Waivers

The parties have requested and obtained State Board of Education waivers of the following sections of the Colorado Revised Statutes, pursuant to the terms of the Charter Schools Act. Replacement policies are available for review by contacting the School.

Automatic State Waivers

- 22-9-106, C.R.S. Local board duties concerning performance evaluations for licensed personnel
- 22-32-109(1)(b), C.R.S. Local board duties concerning competitive bidding
- 22-32-109 (1) (f), C.R.S. Local board duties concerning selection of personnel and pay
- 22-32-109(1)(n)(I), C.R.S. Local board duties concerning school calendar
- 22-32-109(1)(n)(II)(A), C.R.S. Determine teacher-pupil contact hours
- 22-32-109(1)(n)(II)(B), C.R.S. Adopt district calendar
- 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks
- 22-32-110 (1) (h), C.R.S. Local board powers concerning employment termination of school personnel
- 22-32-110(1)(i), C.R.S. Local board duties-Reimburse employees for expenses
- 22-32-110(1)(j), C.R.S. Local board powers-Procure life, health, or accident insurance
- 22-32-110(1)(k), C.R.S. Local board powers-Policies relating the in-service training and official conduct
- 22-32-110(1)(ee), C.R.S. Local board powers-Employ teachers' aides and other non-certificated personnel
- 22-32-126, C.R.S. Employment and authority of principals
- 22-33-104(4), C.R.S. Compulsory school attendance-Attendance policies and excused absences
- 22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment - License Required - Exception
- 22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; contracts in writing - duration - damage provision
- 22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; probationary teachers - renewal and nonrenewal of employment contract
- 22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers -- compensation
- 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries

APPENDIX D

District Policy Waivers

The parties have requested and obtained Denver Public Schools Board of Education waivers of the following sections of the Denver Public Schools Policies and Procedures for public schools. Replacement policies are available for review by contacting the School.

Automatic District Policy Waivers:

AD- Educational Philosophy/School District Mission
CFB and CFB-R - Evaluation of Principals/Building Administrators
DJB- Purchasing Procedures
DKA- Payroll Procedures/Schedules
DKB- Salary Deductions
DKC - Expenses Authorization/Reimbursement
EBCE - School Closings and Cancellations
EEAA- Walkers and Riders
FF-R - Naming of Facilities*
FF/FF/r - Facility Naming*
GBEBA-R- Staff Dress, Accessories, and Grooming for Certificated Staff (Teachers) Procedures
GBEBB- Dress Code for Non-Teaching Staff
GBGA – Staff Health
GBGB – Staff Personal Security and Safety
GBJ - Personal Records and Files
GBK - Staff Concerns/Complaints/Grievances
GC - Professional Staff
GCB- Professional Staff Contracts and Compensation
GCBC - Professional Staff Supplementary Pay Plans/Overtime (Athletic Coaches).
G CBD Professional Staff Fringe Benefits
GCCAF -Instructional Staff Sabbaticals
GCCAG -Instructional Staff Restoration of Health Leave
GCCBA - Administrative Staff Sick Leave
GCCBB - Administrative Staff Personal Emergency/Legal/Religious Leave
GCCBC - Administrative Staff Maternity/Paternity/Parental Leave
GCCBE - Administrative Staff Conferences/Training Workshops
GCCBF - Administrative Staff Sabbaticals
GCCBG - Administrative Staff Restoration of Health Leave
GCCBH - Administrator General Leave of Absence
GCCBJ - Administrative Staff Elective Office Leave
GCD - Professional Staff Vacations and Holidays
GCF - Professional Staff Hiring
GCF - 2 - Professional Staff Hiring (Athletic Coaches)
GCID and GCID -R - Professional Staff Training, Workshops and Conferences and Associated Procedures
GCOC and GCOC-R - Evaluation of Administrative Staff
GCP - Professional Staff Promotion and Reclassification
GDA - GDQD-R - Support Staff Policies
IC/ICA- School Year/School Calendar
IE - Organization of Instruction
IGD - Curriculum Adoption

IJJ and IJJ-R - Textbook Selection and Adoption
KCD - Public Gifts/Donations to Schools

*Not applicable for schools housed in District facilities.

Additional District Waivers

[insert requested & approved waivers]

APPENDIX E

Renewal Application

(The Renewal Application, as prepared and submitted by the School, is available for review in the Office of School Reform and Innovation.)