

Liberty Common School



CHARTER APPLICATION

Submitted

October 1, 1996

Poudre School District Board of Education
Larimer County, Colorado

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Liberty Common School

1617 Serramonte Drive

Fort Collins, Colorado 80524

Attention: Philip J. Christ 970-493-1564



Summary

LIBERTY COMMON SCHOOL (the School) is a charter school committed to excellence and fairness in public education. The School begins with a content rich curriculum, the Core Knowledge Foundation Sequence. This curriculum gives at-risk children the missing background knowledge they need to compete evenly with and progress alongside of children who get the background knowledge they need for cumulative learning from their home environment. The school will go beyond a content-based curriculum by emphasizing the following areas:

1. **Expanded Science Curriculum.** This is a requirement to better prepare children for the technical demands and challenges of society in the 21st century. The School will supplement and align the Core Knowledge Foundation Sequence with Benchmarks for Science Literacy - Project 2061.
2. **Inclusiveness.** The School will make a special effort to reach out to and reserve space for at-risk students in the Poudre School District, so that all community members can benefit equally from this innovative educational program. Pending approval of the parents of the School's students, the School also intends to incorporate the use of school uniforms as a means of minimizing external distinctions between students, and inviting the personality of the individual student to shine through.
3. **Higher Order Thinking (HOT).** The School will use the principles of *Higher Order Thinking* to take students beyond knowledge acquisition to where they are able to synthesize concepts and engage in problem solving and creative thought.
4. **Organizational Innovation.** This includes splitting the traditional role of principal into a full-time Headmaster focused on managing and supporting teachers and a full-time Business Manager focused on managing the operations of the School. The School plans to exercise flexibility in school hours to increase preparation time for teachers and learning time for students. Another innovation is a bonus pay system for teachers.

The School will be governed by a democratically elected Board of Directors. The initial configuration will be a 2 track K-6 school, plus 1 track of 7th grade. Plans are to expand over a 3-5 year period to a full 2 track K-9 school. Two facility options are proposed:

1. The applicants would like to work with PSD to identify suitable available space within District facilities. If occupying a PSD facility, a 2 year charter contract is requested.
2. The school will occupy a non-district facility in the event that appropriate available space does not exist within the District. A 5 year charter is required in this instance to ensure that such a plan of operation will be economically feasible for both the School and the District.

Other innovations of the School include:

- Utilization of a science specialist dedicated full-time to implementation of the expanded science curriculum for all grades.
- Upper grade teachers will mentor elementary grade teachers in their areas of specialization. They will help ensure continuity in subject content throughout the curriculum.



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INTRODUCTION

The Board Of Directors (BOD) of the The Liberty Common School is pleased to submit this Charter School Application to the Board of Education of the Poudre School District. The Charter Schools Act is an exciting development in education allowing for meaningful parental involvement in the education of their children. The BOD is very happy to have the chance to participate in this alternative, as provided by Colorado State Law.

The School plans to open for the Fall of 1997. The School will continue to operate as a Charter School for the term mutually agreed upon by the School and the School Board. It is expected that the BOD will apply for charter renewal at the end of the term.

This application is divided into two parts. Part One consists of information required by the Charter Schools Act. Part Two contains the Appendices and Exhibit references, which supplement and expand upon the information contained in Part One.

Throughout this application, the following terms will have the meanings set forth below:

The School	Liberty Common School, the proposed Charter School
District	PSD School District in Larimer County, Colorado
School Board	PSD Board of Education
BOD	Board in place to govern the School
Contract	The contract between the PSD Board of Education and the The School.
Charter	The Charter School agreement between the PSD Board of Education and The School. The charter school agreement will consist of this application, as it may be hereafter amended, and the Contract.
State Board	Colorado State Board of Education
Charter Schools Act	Colo. Rev. Stat. Secs. 22-30.5-110 <u>et seq.</u>

The initial BOD is listed in Appendix A. Any questions about this application may be directed to Phil Christ, Chairman of the BOD, 1617 Serramonte Drive, Fort Collins, Colorado 80524,



The Liberty Common School Application
pursuant to the Colorado Charter Schools Act

(970) 493-1564.



PART I: INFORMATION REQUIRED BY THE CHARTER SCHOOL ACT

Section (a)

Mission Statement

[Colorado Revised Statutes Section 22-30.5-106(1)(a)]

I. MISSION STATEMENT*

The mission of the School will be to provide excellence and fairness in education for school children through a common foundation by successfully teaching a contextual body of organized knowledge, the skills of learning including higher order thinking, and the values of a democratic society. The School recognizes the value of inclusiveness, or providing access to a broad cross-section of the community, so that students from all backgrounds can benefit from the School's educational offering. The School acknowledges the leadership of teachers in the classroom, and recognizes the responsibility of each student for his/her academic effort.

Declaration of Principles

1. Children yearn for meaning and require a basis of solid contextual common knowledge for the development of mature literacy and critical thinking, for growth and communication in a diverse society.
2. The educational "playing field" between students of differing backgrounds should be level to provide all students a basis to the greatest degree practicable, upon which they can build further knowledge and to develop the skills necessary to communicate and succeed.
3. The skills of learning--reading, writing, speaking, calculating, and higher order thinking -- are most meaningfully learned from the knowledge or content of the curriculum, modeling, coaching, and sensible practice.
4. To thrive in work, citizenship, and personal growth, children must be taught the values of a democratic society. These values include: Respect for others - their property and rights;



Responsibility for actions, honesty and social justice; Resourcefulness - being ready to learn, to serve, and to share.

5. Inclusiveness is fundamental in responding to the diverse needs of children and raising academic standards. All parents, regardless of economic status, should be free to choose this educational program for their children.
6. Teachers are professionals, which implies considerable autonomy, mastery and independence. Having accepted the academic and philosophic mission of a school, the teacher needs to be free to exercise informed judgment in order to fulfill his/her primary role as an educator.
7. The principle determinants of individual academic success are individual ability and effort. The policies of the School (grading, discipline, homework, pedagogy) must support the student's adoption of a personal quest for academic growth using the clearly marked path of expectations in knowledge, skill, and character. The guiding philosophy of the School acknowledges that children can and should be held accountable for their own school work and behavior with the support of teachers and parents.

*This mission statement was developed through ongoing research and discussion by approximately 500 community members regarding educational philosophy over a five year period in parent homes, school settings and public forums. Included were discussions with teachers and administrators of PSD and other districts across the country. Over 200 books by leading educational authorities around the world were reviewed in depth. A bibliography is included in Appendix B. The writers of this Charter have each spent over 2000 hours as PSD volunteers in leadership and other capacities over the past 4 years.

Section (b)

Goals, Objectives, and Pupil Performance Standards

[Colorado Revised Statutes Section 22-30.5-106(l)(b)]

I. GOALS AND OBJECTIVES*

The School's objectives are:

- To establish an educationally successful, fiscally responsible, inclusive, parent-friendly charter school that benefits all District students through a cooperative working relationship with the District;



- To continue to develop and maintain a cooperative and productive relationship with the District Board and administration;

To develop a stimulating and rewarding work environment for teachers and staff of the school.

*To achieve these objectives, the following goals were developed through ongoing research and discussion by approximately 500 community members regarding the achievement of educational goals over a five year period in parent homes, school settings and public forums. Included were discussions with teachers and administrators of PSD and other districts across the country. Over 200 books by leading educational authorities around the world were reviewed in depth. A bibliography is included in the Appendix B.

A. Excellence

The School will strive to provide excellence in education for all students. Excellence in education means raising academic standards and success to the levels offered by the best examples. The School will set a goal of a 7% annual increase in mean Iowa Test of Basic Skills (ITBS) scores of new students in all skill areas for all grade levels. The School has a goal of a mean attainment level of at least 80% comprehension for criterion-referenced Core Knowledge tests for all grade levels. The School's students will meet or exceed all state education standards for content and skills in every year of its operation.

TIMELINE: Annual

B. Fairness

The School will strive to provide fairness in education for all students. Fairness in education means providing equality of opportunity to all students regardless of their socioeconomic background. For a complete description of fairness and Core Knowledge see *Fairness in Education* by E.D. Hirsch, Jr. (Exhibit I). All children are educable. They all deserve the same quality of schooling, not just the same quantity. Fairness is demonstrated by reducing the standard deviation in student achievement by striving to raise the average score of at risk students to the mean score for all students. The School has a goal of a 10% annual decrease of the standard deviation for ITBS scores in all skill areas over the initial two year period for new students.

TIMELINE: Annual

C. Inclusiveness

The School will be responsible for providing all of the educational services for its students, including services for students with special needs, including at-risk and exceptional students. The School has an



enrollment goal of the number of students qualifying for the Federal Government's free lunch program being equal to the District mean, plus 3 percent.

TIMELINE: Annual



D. Science

The School (BOD, Curriculum Committee, teaching staff, and community specialists) will develop an expanded science assessment, consistent with the benchmarks put forth by the American Association for the Advancement of Science Project 2061 (see Appendix C and Exhibit II), and the Colorado Model Content Standards For Science (Exhibit III). The School has a goal of a mean attainment level of at least 80% comprehension for this criterion-referenced science assessment for all grade levels.

TIMELINE: Annual

E. Model School

The School will seek to become an example and resource for schools and districts in the state, region, and nation who wish to learn more about the Core Knowledge Foundation curriculum, the application of Higher Order Thinking Skills to this curriculum, the School's expansion of its science curriculum, and the School's approach to inclusiveness. Information and resource exchanges will be documented.

TIMELINE: Annual

F. Attendance

The importance of regular attendance cannot be overstated, and the School will strive for consistently high attendance rates. The School will identify and address non-illness-related situations that could prevent or hinder regular attendance. The School will seek to achieve an attendance record that meets or exceeds that of the average elementary/junior high school within the District.

TIMELINE: Quarterly

G. Stable Enrollment

In order to benefit the individual child as much as possible, the School will make every effort to maintain a stable enrollment during the term of the Charter. The School will strive for a voluntary re-enrollment rate of 96% of students still residing in the District.

TIMELINE: Annual



H. Discipline

Discipline and classroom disruptions will be handled within the classroom when possible. All other discipline will be handled as per the District Code of Conduct (Exhibit XVIII). The School will reserve the right to adopt its own disciplinary code subject to the District's approval, which will not be unreasonably withheld. Students and instructors will be encouraged to respect each other and their surroundings. Corporal punishment will not be used. The goal for instances of second referrals for discipline problems will be 5% or less of the entire student population.

TIMELINE: Annual

I. Community Involvement

The School intends to provide an educational system that serves the needs of the students, parents and the community, and to provide an unprecedented opportunity for parents and the community to participate in the student's educational process. The School will establish a Community Advisory Board ("CAB") to obtain broad, non-parental, community-based input to the direction and operation of the School. The School may recruit individuals from the community to provide supplementary educational experiences for the students. On-site parental volunteer assistance will be encouraged and facilitated, but by no means required or expected. The School has set a goal of community volunteer involvement equal to 50% of the entire staffing hours budgeted each year.

TIMELINE: Annual

II. PUPIL PERFORMANCE STANDARDS

Liberty Common School exists to fulfill the students' educational needs. In order that the District can measure the success of the School, the students will be required to take one or more standardized tests currently used by the District. The School will then tabulate the mean test scores in each subject area, cross-referenced by race/ethnic guidelines and gender, as required by State Accountability Guidelines. This will establish the baseline for the School's program. This process will be repeated each year. The School's goal for pupil performance standards are stated under objective **A. Excellence** and **D. Science** in the previous subsection.

Certain learning disabled students will be exempted from the standards, and standards relevant to individual situations will be adopted in their place. Such exemptions will become part of the information exchange with the District, and will be included in all reports.



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Section (c)

Evidence of Support

[Colorado Revised Statutes Section 22-30.5-106(l)(c)]

I. EVIDENCE OF SUPPORT

There is sufficient demand and support for the Liberty Common School as evidenced by petitions of support included in Exhibit IV. Final enrollment will be updated for the District on March 1, 1997, per District enrollment policy. To protect the confidentiality of the names of students who have expressed their desire to attend the School, the Affidavit of Mrs. Hutchinson verifying the number of such students and their current school is included as Exhibit V. The School will agree to submit the names and addresses of the students for in camera inspection by a third party of representative of the District acceptable to the District and the School. Completed enrollment forms can be presented to the School Board upon execution of the Contract.

Section (d)

Description of Educational Program, Pupil Performance Standards, and Curriculum which Meet or Exceed any Content Standards Adopted by the District or State and Which are Designed to Enable Each Pupil to Achieve Such Standards.

[Colorado Revised Statutes Section 22-30.5-106(l)(e)]

I. EDUCATIONAL PROGRAM AND CURRICULUM

The School is planned as a two track (two classes per grade) school that will eventually grow into a Kindergarten through Ninth grade program. The School and the District will expressly agree that if the School meets certain reasonable conditions agreed to by the parties, the District will permit the School to add, if requested, a second Seventh grade track and at least one Eighth grade track by the fall of 1998; if requested a second Eight grade track and at least one Ninth grade track by the fall of 1999; and, if requested, a second Ninth grade track by the fall of 2000. It will teach a content-based curriculum based on the Core Knowledge Foundation Sequence (Exhibit VI). To assure that the full benefit of this approach can be realized, the curriculum will be taught through a higher order thinking



framework as described by Perkins in Baron/Sternberg (Exhibit VII) and others. To prepare the School's students for the economy of the 21st century, more technical education must be added to the Core Knowledge Curriculum. An expanded science curriculum based on the Project 2061 Model developed by the American Association for the Advancement of Science will be used (See Appendix C and Exhibit II). Character, teamwork and leadership will be taught (Kilpatrick; Flinders; see Exhibits VIII and IX). An approach to assessment is being developed based on the leadership of the American Federation of Teachers World Class Standards Project (Exhibit X), and the Challenge Foundation Model School Project (Exhibit XI). The philosophy chosen for the School's approach to academic and affective education is "agency education" (see below). The School's approach to content, philosophy, methods of instruction, and assessment will prepare its students for family, citizenship, and career needs in the 21st century.

The decision to request an eventual two track K-9 school results from both educational and academic economy of scale considerations.

School administration and design are of particular concern to the Board of Education because much of their policy development, work with employee groups and fiscal realities center around these issues. However, issues of philosophy, approach, and the specific means of developing literacy, reasoning and character are usually of more importance to parents. These are the issues that lead a parent to vigorously choose one program over another, even though the programs have a significant common element, such as curriculum.

The educational program is described here in two sections. The first describes the school design including administrative innovations or differences and why they are important. The second section describes the philosophy and approach.

A. School Design

The educational program will require a school design and in-service training that will support teachers so they can accomplish the School's mission. The demands of a Higher Order Thinking ("HOT") core knowledge program require each elementary teacher to have a partner to assist with the preparation and delivery of the curriculum. The School's proposed curriculum, and the HOT framework within which it will be delivered, also requires further specialization as the students progress. For this reason the School plans to hire teachers for the upper grades (5th-9th) with advanced training in the subjects to be taught. Children in the upper grades will rotate between specialists for their classroom instruction

The typical training of an elementary teacher does not prepare them to deliver the Core Knowledge Sequence, nor the related HOT skills required. In order to implement a common school (K-9) program, and allow for teacher partnering for preparation and delivery of a demanding, content-based curriculum, a 2 track school is the appropriate and necessary size.



A 2 track program:

- allows use of classroom and science resources most efficiently
- gives each K-4 teacher a partner to share the demanding preparation of a HOT content based curriculum
- allows upper grade (5th-9th) content specialists to efficiently mentor lower grade (K-4th) teachers in habits of mind skills within their specialty
- provides the best use of Teacher's Aides specially trained in reading
- decreases the number of preps for upper grade teachers

The interaction of faculty between lower and higher level classes is fundamental to providing the preparation support, higher order thinking mentoring, and coherence of the curriculum which builds on itself over time. This is why this proposal ultimately requires an entire K-9 program. While this may be a departure from the traditional K-6 elementary and 7-9 junior high configurations, the need for students to learn and associate with their own age will be accomplished by the fact that students will continue to be physically separated along appropriate age groups. However, the faculty needs to be together for the innovations of a common school to be realized. This innovative approach is being used to improve the academic coherence of many other charter schools in Colorado (Exhibit XII). If proximity allows, interaction with other PSD junior high school students will be encouraged in both curricular and extracurricular activities.

Our school will include 1 week paid preparation time prior to the opening of school, an additional week interlude associated with the winter break, and a week of preparation at spring. The school calendar will be adjusted accordingly, so the number of days school is in session is greater than other District schools (185 days).

The school day will be lengthened by one hour to 7 1/2 hours, resulting in a net increase in instruction time of 20 percent. This allows for more flexibility in the use of the school day. Examples are providing additional planning and mentoring time for teachers, and more instruction time for students. A typical school day is set out in Appendix D.

Another aspect of the school design is the use of the Headmaster whose primary focus will be on educational excellence and supporting teachers. The Headmaster will have formal management responsibilities for teachers and staff, and will even provide some classroom instruction. A Business Manager will have operational responsibility for the school, including budget and pay administration, facility management, accountability reporting, and community relations. The purpose of the Business Manager is to relieve the Headmaster from day to day administrative duties. Detailed job descriptions for the Headmaster and Business Manager are included in the Employee Manual (Appendix E).

B. Philosophy and Approach



Assumptions about how one learns, the purposes and goals of learning, and what constitutes effective teaching define an educational philosophy. The School's educational philosophy is *agency education*. It informs our decisions on how knowledge, skills and democratic values should be taught and how students, parents and teachers should work together to accomplish that part of education that occurs in schooling.

Agency education has as its metaphor a journey. The journey is the individual's own quest in life and includes responsibility for one's own education, which is a lifelong endeavor. The purpose of a liberal education is to lead young people on just such an odyssey of the mind and heart, which is to lead them to self-reliance. The classical allegories for a liberal education, such as the journeys of Odysseus, Aeneas, and Faust, represent a journey of the soul from one's particular time, place, and attachments to the universal and back again. The beauty of this journey is its applicability to the actual development of mind, heart, skills and knowledge in each child.

Children begin their cognitive development by first developing a broad framework of knowledge through early acquisitional curiosity, much like they acquire their early spoken vocabulary. After they have gained a wide familiarity with literature, history, science, math, music, people, and places, as one does in the early years of Core Knowledge, they begin to appreciate patterns and forms. Following this, particularly when trained in Higher Order Thinking, or Habits of Mind, the student is able to engage in mental modeling, which is possible only when one's broad background knowledge allows her/him to associate ideas and to observe patterns. By continuing the habits of mind, and the search for patterns, discernment is applied to deeper levels of knowledge, enabling one to solve problems and exercise judgment.

The beginnings of the moral journey are along a similar course. At first the focus is obedience to parental authority. Later the child focuses on rules, or the required patterns of expectation. As in writing or thinking, it is only through the formation of good habits that the ability to act, and act wisely becomes instinctive. As those habits become more and more internalized, the student journeys closer to self-reliance.

Knowledge

The School has selected the Core Knowledge Foundation's Curriculum Sequence as the framework of its curriculum. The Core Knowledge Sequence is distinguished by planned progression of specific knowledge in history, geography, mathematics, science, language arts, and fine arts.

Children learn by building on what they already know. Thus, it is important for them to begin building foundations of knowledge in the early grades when they are most receptive to attaining an organized body of knowledge. Children are by instinct driven to construct a contextual view of the world. Thus, it is important to provide them an educational framework that assists them in developing the constructs upon which their viewpoints will be based. Academic deficiencies in these areas in the first nine grades can permanently impair the quality of later schooling.



By specifying the knowledge that all children should share, one can achieve equal access to that knowledge. At risk children especially suffer from low expectations, which often translate into watered-down curricula. In schools using the Core Knowledge Sequence, however, all children are exposed to a coherent core of challenging, interesting, interwoven knowledge. This knowledge not only provides a foundation for later learning, but also defines a common heritage and establishes a common ground for communication and cooperation in a diverse society.

In addition to its specificity, the Core Knowledge curriculum is characterized by knowledge that is shared, solid, and sequenced. Literacy in every subject requires a set of mechanical skills and a shared background. The shared, many-cultured knowledge that promotes effective classroom learning also promotes cooperation and respect among students, both in the classroom and in society. Because the School's teachers will be able to rely on shared background knowledge amongst their students, they will be able to build sequentially on that knowledge year by year.

The Core Knowledge Sequence will be the curriculum. Expansions of the curriculum, including Colorado History and foreign language, will be determined by the BOD. In addition, the School will use an expanded science curriculum that includes the benchmarks put forth by the American Association for the Advancement of Science, Project 2061 (Appendix C and Exhibit II), and the Colorado Model Content Standards for Science. (see Exhibit III). This effort has the explicit support of Dr. E. D. Hirsch, Jr., founder of the Core Knowledge Foundation (see Appendix F).

Skills

The skills of learning, namely, reading, writing, speaking, listening, calculating, problem solving, and exercising critical judgment, are best taught through the content of a body of organized knowledge.

The development of literacy will be one of the primary aims and focuses of effort in the School. This will include a great deal of reading from a variety of both fiction and non-fiction primary literature. Particularly in the early grades, the School will emphasize reading and more reading. In the early grades, students will receive explicit, systematic phonemic awareness and phonics instruction. Children will be provided deliberate, coherent, direct instruction in letter-sound correspondences. Practices which teach children to rely on word-memorization (the look-say method) and guessing (through illustration and/or context) will be avoided.

Mature literacy develops as students become acquainted with a broad and rich body of knowledge and become familiar with many well-written, diverse and meaningful works of literature. The literature suggested by the Core Knowledge Sequence, as well as other literature that will be introduced, is chosen not only for its place in the core body of knowledge, its multi-cultural representation, and its rich use of language, but also because it provides access to deeper meaning of universal human problems, particularly those which preoccupy children's minds.



The School will acknowledge the central role of language in thought and action. The School's students will be taught to write and speak through example and sensible practice. Grammar, logic, and real spelling learned from real literature will be part of these skills.

The School will teach Higher Order Thinking skills not as a stand-alone course, but rather as instruction integrated within the content. Students often receive knowledge disconnected from features that make it understandable and meaningful. For instance, in math it is common to learn concepts without knowing their purposes. When you study history, you frequently find scant attention paid to the evidence underlying an historical fact or interpretation. Students may come to know something about history, but not much about historical thinking. Science instruction routinely pays insufficient attention to examples and images that make the concepts under study concrete and impart an intuitive grasp of them. Contemporary research shows that instruction offered in one context often does not transfer to other contexts. The School will use a HOT framework to teach the Core Knowledge curriculum.

HOT SUMMARY STATEMENT

The School has a philosophy of developing skills for all students.

Students will learn to **know, understand, and use** knowledge across the curriculum. In addition, student will develop skills of **patterning (likeness/difference), modeling (reproducing), and creating (producing uniqueness)** across the curriculum.

The end result will be that the students will absorb the curriculum thoroughly as well as develop thinking skills to be life-long learners.

Additionally, the School will teach the more specific critical thinking skills unique to each discipline, called "Habits of Mind." The Habits of Mind to be taught for scientific literacy are found in Benchmarks for Scientific Literacy from the American Association for the Advancement of Science (Exhibit II). The Habits of Mind for historical literacy are found in the book by the same title, which is a report of the Bradley Commission on History (Exhibit XIII). The Habits of Mind for math literacy are identified in "Children's Mathematical Development" (Exhibit XIV).

The development of skills requires time, thought and active engagement of the visual and verbal imagination. The School will encourage students replace non-instructional television watching, which is passive and discourages creative play, with the myriad of activities which will foster the development of imagination and skills. Because television viewing is diametrically opposed to reading, may stifle cognitive development and imagination, trivializes information, undermines values, distorts cause and effect, and is unable to portray thought, the School will discourage excessive (greater than 10 hr./wk) of viewing.



Values

The purpose of public education in a democracy is to prepare people for the demands of work, the duties of citizenship, and the obligation of each individual to make as much of herself or himself as possible. For this to be accomplished, our youth must be taught the values inherent in a democratic society, such as devotion to human dignity and freedom, equal rights for all, social and economic justice, the rule of law, civility and honesty, respect for differences, and self-respect.

Academic standards and standards for behavior and demeanor are a part of education values. In the School, children will learn sportsmanship, fair play, sharing, and taking turns. They will be given the opportunity to lead and to follow and to respect the rights of the minority. These values will be taught from the content of the curriculum, by inference and example, and also in how we teach.

Student Accountability

All students are capable of learning to accept responsibility for their own education. The philosophy and practices the School will acknowledge that young people are free to act and can be held accountable for their actions. The policies of the School will encourage discipline, hard work, cooperation, making decisions and living with the consequences. Such policies, and a clear understanding of academic expectations, will help the School's students to choose a personal quest for intellectual and personal growth. The students' sensing of an alignment between their personal educational goals and those of the School's will further reinforce their desire to accept responsibility for their education. Such an approach to student accountability has been termed "agency education."

Parental Involvement and Responsibility

The School will be characterized as a School of Choice. This means that parents will have an option to select the School's educational philosophy for their children. The School believes that its design will result in parents wanting to play a strong role in their children's education. When parents have the opportunity to choose the kind of education they prefer, they will find the necessary energy, time, and resources to devote to their children's education. The School anticipates that parents will be directly engaged in tutoring, coaching, classroom instruction, and providing other necessary and invaluable assistance.

The family naturally provides the most influential and effective context for basic life long learning and teaching. The School's governance will be structured to recognize the primacy of the family's necessary influence over their children.

The segment of any community that can be most trusted to make good educational decisions for children to the betterment of both student and the greater society are the parents. Regardless of educational level, income, or lack of support, parents of all backgrounds (particularly those who,



because of limited finances, can't choose which neighborhood to live in or which private school to attend) as a group come forward when given a real option and choose successful programs.

For this reason, and at the discretion of the classroom teacher, parents will be invited to teach or assist with lesson plans or learning projects in all subjects, depending on their interests and expertise. Parents will also be encouraged to spend time reading aloud to children at school and/or in the home, coaching them in skill development, and otherwise contributing time and talents in a variety of ways.

The School will encourage every adult--parents, step-parents, grandparents, aunts and uncles--to take a special interest in the lives of the School's students, to act as mentors and tutors, and to instill in every student a love of learning.

Parents will work in conjunction with the staff to ensure the most effective education possible for their children. To this end, parents will be responsible for knowing and understanding the contents of the School's Charter, and be encouraged, but not required, to participate on school committees and provide other volunteer services as they are able. Parents will respect the authority of the teacher in the classroom. Parental involvement will be actively encouraged, but parents will need to understand their limits when recommending specific actions or changes in the classroom. Parents will be encouraged to understand from their child's teacher the rationale behind the way things are done. However, concerns regarding issues such as curriculum, values, or philosophy will be directed centrally to the Headmaster, where they can be handled in a single united effort. Concerns not adequately addressed by the Headmaster may be brought to the BOD. The opportunity of parents to choose the School and its well defined educational program will not include the right to demand individual preferences within the classroom.

Teacher, School and Professionalism

Teachers are at the center of both the mind and heart of every successful school. Without dedicated competent teachers the best of educational practices will never actually come to fruition in the classroom. Research on effective schools reveals that next to individual ability and effort, the organization of the school is most influential in determining academic achievement. The School's teachers will be expected to implement the School's academic mission. In the classroom the teacher will be in charge. Outside of the classroom, teachers will receive professional guidance with respect to specific goals and objectives from the BOD through the Headmaster.

Professionalism requires a body of knowledge and skill applied with a clear level of accountability that affords the flexibility to accomplish the defined task. All teachers have a different style of teaching--the unique blend of classroom characteristics that enables them to give the very best of themselves to educating their students. The teacher's style sets some basic parameters for the parents as well as the children. Within those parameters parents have the opportunity to assist the teacher. As a high level of parental involvement will be actively encouraged, teachers will be expected to incorporate parental volunteer efforts in the classroom.



The central role of teachers in the classroom deserves respect. The School will make it clear to all teachers that they must understand and accept the responsibility of teaching the entire curriculum, both content and skills, and in a way congenial to the School's attitude toward values and the student. This will be defined as their primary role.

A number of the innovations of the School (bonus pay for teachers, additional planning time for teachers, provision of a Headmaster) that have been part of the plans for the School also directly address concerns resulting from a recent report for the Department of Education by the National Commission on Teaching and America's Future (Exhibit XV). The report concluded that many new teachers are poorly prepared to teach, in part because of a lack of sufficient mentoring, failure to reward better qualified teachers, and a lack of planning time.

The Headmaster will be hired by and be directly responsible to the BOD. His/her foremost responsibility will be to support the teachers in their primary role by coaching them towards attainment of their professional goals. Teachers will be expected to give input regarding their needs to the Headmaster.

II. PUPIL PERFORMANCE STANDARDS

Goals for the School's pupil performance standards are set forth in Section (b).

Section (e)

Plan for Pupil Performance Evaluation, Types of Assessments, Timeline, and Procedures for Corrective Action

[Colorado Revised Statutes Section 22-30.5-106(l)(f)]

I. PUPIL PERFORMANCE EVALUATION AND TYPES OF ASSESSMENTS

A. Standardized Tests of Basic Skills



Each fall all new students entering the School will take the ITBS to establish a baseline of basic skills. Each spring, all of the School's students will take the ITBS. A Site Improvement Team ("SIT") will establish annual improvement goals for student achievement.

Additional testing may be undertaken at the discretion of the BOD.

B. Assessment of Core Knowledge

Each year the BOD will approve the scope and sequence of the curriculum to be used at each grade level. Student understanding of each subject will be demonstrated by oral examination, written examinations, writing samples, criterion reference tests, artistic renderings or other assessment appropriate to the knowledge gained and methods used to impart it. Communication skills (speaking, writing, rendering) will be concomitantly assessed with the knowledge in each subject area.

C. Classroom Assessment of Basic Skills

All students will take the Degrees of Reading Power assessment of Reading Skill or its equivalent, and the District reading levels tests, to track basic progress in the number of children reading at grade level. The BOD will develop benchmark reading and writing skills and adopt appropriate assessments for their measure that will meet or exceed District and state standards.

D. Progress Reports

Written progress reports of student achievement will be provided to parents on a regular basis. Parent/Teacher conferences will be regularly scheduled.

The BOD will work with the SIT to provide ongoing critiques of its pupil and school assessments and will be responsible for any addition or changes to the policies mentioned in this section in order to use such assessments to improve student performance and the School.

II. TIMELINE

A time line for performance evaluation will be developed by SIT and will comply with all state law requirements.

III. PROCEDURES FOR CORRECTIVE ACTION



On a regular basis, the instructional staff will review attainment levels. If a student is having difficulty meeting attainment levels, an individual plan will be developed to provide that particular student with additional instructional time using one or more of the following aids: special education teachers, parental volunteers, labs, at-home or after-school work, or any combination of the above as determined by the teacher and parent, and in accordance with SIT plan. For those students who exceed expected attainment levels, the teacher may assign additional separate work to further challenge that student. During and after school individual and group enrichment will be organized as appropriate.



Section (f)

Evidence of Sound Economic Plan, Proposed Budget for Term of Charter, Provision for Annual Audit, and Displacement Plan

[Colorado Revised Statutes Section 22-30.5-106(l)(g)]

I. ECONOMIC PLAN AND PROPOSED BUDGET

Projected 5 year enrollments may be found in Appendix G. As evidence of a sound economic plan for the School, please refer to the balanced budgets in Appendix H. The School requests 100 percent of the district PPOR allocation per student, as previously negotiated.

II. ANNUAL AUDIT

The BOD will contract with an outside party to conduct an annual audit of the School's finances and administration processes. If practical, the School will use the District's auditor for the annual audit, with the School paying its per capita share of audit costs to the District. Results of the audit will be provided to the District.

III. DISPLACEMENT

The proposed facility plans for the School, described in the next section, require that no PSD students, teachers or other employees be displaced.

IV. FACILITY PLAN

After analysis of District-wide facility needs and usage plans, the BOD recommends the adoption of one of the following facility plans for implementation of the School.

A. PSD Facility

The School would like to work with the District to identify suitable excess space within District facilities for an initial implementation not to exceed two tracks K-6 and one track 7 in the 1997-1998 school year. The School would subsequently proceed with expansion to a two track K-9 program over a 3-5 year period. One possibility is to occupy a portion of the Remington Center. If desired, the School can provide a sample floor plan of possible building usage. The School recognizes that the District has plans



to sell this building, and at such a time the School will move to a non-District facility as outlined in facility option B. The School is of course open to other options within District facilities which the District may deem feasible. If occupying a District facility, the School requests a two year charter contract. District services will be contracted for building maintenance.

B. Non-District Facility

The non-district facility may be either an existing building with appropriate modifications for elementary/junior high school usage, or a modular structure built specifically for the school. So that this plan is economically sound for both the School and the District, a five year charter is necessary and is requested for the reasons included in the letters in Appendix I. As the letters state, a five year period is required for amortization of the improvements of a non-district site and is a prerequisite for negotiations of a lease to adequately meet the criteria for satisfactory investment by the lessor. Because selection of a specific site is contingent upon determination of the approved school configuration, five year budgets are included in Appendix H which show typical funding and maintenance costs. A complete description of the facility to be used, how it will be obtained, funded, and maintained, including a traffic plan will be provided by March 1, 1997, contingent upon timely approval of the charter. To make this possible Merle Hayworth and his employer, The Neenan Company, have agreed to assist us in these preparations. In order to comply with the TABOR amendment and other legal requirements, a separate 501(c)3 nonprofit foundation has already been established and registered with the Colorado Secretary of State to handle leasing transactions, receive grant moneys, etc. (see Articles of Incorporation, Appendix J).

V. DISSOLUTION PLAN

A plan for dissolution of the School is shown in Appendix K.

Section (g)

Governance

[Colorado Revised Statutes Section 22-30.5-106(l)(h)]

This plan includes the recommendations and directives of the School Board.



I. GOVERNANCE

According to the Colorado Department of Education information packet on charter schools; “Under Colorado law, a charter school is not a separate legal entity independent of the school district, but rather is a public school defined uniquely by a charter and partially autonomous while remaining within the school district. School-centered governance, autonomy and a clear design for how and what students will learn are the essential characteristics of a charter school.” The School will operate under a system that is highly accountable to the public and the District, nurtures and promotes school autonomy, and that provides educators incentives to use their autonomy in the most productive ways.

A. Board of Directors

The School will be governed by the BOD. The BOD is to be aware, to the fullest extent possible, of all matters pertaining to the philosophy and goals of the School to assure that all of its decisions are consistent with the Charter. The BOD will be responsible for implementing the Charter Contract (see Appendix L for draft Contract) entered into by the School Board and the School.

1. Board of Directors - Make up (Modeled after the School Board)

- a. The BOD shall consist of five individuals.
- b. Members of the BOD shall serve for terms of four years, which shall be staggered. Of the five original members, two shall serve for three years from the opening date of the School. The remaining three members shall serve four years from the opening date of the School.
- c. BOD members will be democratically elected by a majority of the School community, which consists of all parents of children enrolled in the school, all full-time teachers and Community Advisory Board members..
- d. BOD members may be re-elected.
- e. Any member of the School community may nominate candidates for the BOD.
- f. Anyone is eligible to run for the BOD provided they are a registered voter residing within the District.
- g. Twenty percent of the School community may petition for removal of a BOD member. In the event of a recall vote, a majority of the entire School community will be required to remove a BOD member from the board.
- h. BOD members resigning prior to completion of their term will be replaced by the remaining BOD members according to School Board replacement policy.
- i. The members of the BOD shall be volunteers. They shall not be compensated in any way.



2. Board of Directors - Duties.

Duties of the BOD will include:

- a. Have final responsibility for all school decisions.
- b. Hire the Headmaster, teachers and all staff.
- c. Create and amend Bylaws.
- d. Provide for the financial management of the School.
- e. Create and maintain a strategic and long range plan for the School.
- f. Negotiate and coordinate with the District and State on behalf of the School.
- g. Provide a performance evaluation of the Headmaster at least annually.
- h. Elect a chairperson from among its members. The chairperson shall preside over all meetings.
- i. Hold meetings in public and maintain full and accurate meeting minutes.
- j. Assume the School's compliance with all applicable Federal, State and Local Charter School requirements.

2. Board of Directors - Powers.

The BOD powers will include:

- a. To dismiss the Headmaster, Business Manager, teachers and staff.
- b. To establish goals, objectives, and performance criteria of the Headmaster.
- c. To establish committees for research and implementation of policy.
- d. To appoint committee chairs and to approve sub-committee chairs.
- e. To remove committee chairs or sub-committee chairs.
- f. To accept gifts, grants, and donations of any nature for the use of the School.
- g. To appoint members to the Community Advisory Board of the School.

B. Community Advisory Board

The BOD will establish a Community Advisory Board for the purpose of advising the BOD on business decisions, policy, public relations and other matters of community interest. The members of the Community Advisory Board will be volunteers. They will not be compensated in any way.

C. Committees

The BOD may establish committees for the purpose of implementing BOD decisions, conducting research, and making recommendations as requested by the BOD. The members and chairperson of such committees will be volunteers. They will not be compensated in any way.



D. Headmaster

The Headmaster will be hired by and is directly accountable to the BOD. The Headmaster will act as chief administrator of the School and oversee all day-to-day operations.

1. Responsibilities of the Headmaster

- a. Implements BOD policy.
- b. Reports routinely to the BOD.
- c. Supervises and manages all personnel.
- d. Establishes and oversees the process of ensuring staff accountability regarding the Charter, curriculum, and professional standards.
- e. Trains, mentors and coaches staff towards pre-determined objectives and goals.
- f. Maintains knowledge of, and insures compliance with, all State and Federal laws that apply to the School.
- g. Coordinates and prioritizes efforts for implementation of the School Improvement Plan.

E. Business Manager

Responsibilities outlined in Employee Manual (Appendix E)

F. SIT

The SIT will be established to fulfill state mandated accountability reporting requirements and to establish a yearly School Improvement Plan. Accountability will include two key features: 1) Significant involvement of the community in school improvement planning; and 2) Disclosure of actual progress to the public.

The SIT will report on how well the School is meeting the educational objectives set forth in the Charter. The SIT will be responsible for developing the annual School Improvement Plan and reporting at year's end on progress toward the plan.

The SIT will submit a written report to the BOD concerning the learning environment during that school year with a copy to the District Accountability Committee and the Superintendent. The report is to include information on conduct and discipline actions taken during the school year, and will be made available to parents and the general public. The report will review how the Headmaster, staff, and parents carried out their responsibilities toward the adopted School Improvement Plan.



1. Relationship of the SIT to the BOD

The SIT will write the School Improvement Plan and the associated reports. The plan will be submitted to the BOD for formal adoption. The Headmaster will prioritize and coordinate efforts for implementing the plan

2. SIT Membership and Meetings

The SIT will be comprised of:

- a. All the members of the BOD,
- b. One parent elected by the parent community,
- c. One teacher elected by the teacher community which will consist of all teachers on the School's payroll, and
- d. Other members as determined by BOD.

The SIT will meet yearly in public meetings, and more frequently in full or in part, to carry out its assignment. Each member shall have one vote in determining the annual School Improvement Plan and adopting the annual School performance evaluation, which will be by simple majority.

II. RULES OF GOVERNANCE

A. Board of Directors (BOD) - General Procedures

1. Changes to the Charter require unanimous vote of the BOD and District approval for any substantial changes.
2. Four members of the BOD shall constitute a quorum.
3. All actions must receive three “affirmative” votes to pass. Proxy votes by absent members may be recognized if a quorum is present to do business.
4. All BOD meetings shall be held in accordance with Part Four of Article Six of Title Twenty Four of the Colorado Revised Statutes i.e. OPEN MEETINGS LAW, OPEN RECORDS LAW, and FEDERAL PRIVACY LAW.
5. All BOD votes shall be by roll call and shall be recorded.
6. Notice of all BOD meetings shall be posted at the School site in a conspicuous place at least 24 hours prior to any BOD meeting.
7. Emergency meetings may be convened by the chairman of the BOD without notice; however, official business may only occur after a unanimous vote is cast to continue such meetings.



Section (h)

Employee Relations

[Colorado Revised Statutes Section 22-30.5-106(l)(i)]

I. EMPLOYEE RELATIONS

The following Employee Relations policies were formulated through cooperation with Todd Gamble, PSD Director of Human Resources and previously negotiated and approved by the School Board. (School Board Resolution, March 4, 1996)

A. Employee Policies

The School will adopt its own written policies (in compliance with federal and state law) concerning the recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee related problems, including complaint and grievance procedures. The School Employee Manual, previously submitted and approved, is included in Appendix E.

B. Hiring of Personnel

The BOD will be responsible for the hiring and termination of all staff. Employment agreements will address salary, benefits, working conditions, and rights. The School will accept both certified and uncertified employees according to prevailing Colorado state law and current interpretation of the Charter Schools Act.

District employees who work for the School will be subject to the following conditions. Probationary certified employees and classified employees without a 6 year job guarantee will have no employment status with the District other than as Charter School employees. No District seniority or probationary status will accrue, unless approved by District. Continuing contract (non-probationary) certified employees and classified employees with a six year guarantee are eligible for a leave of absence from employment with the District for one year at a time up to a maximum of three years. Within the three year period, these employees are eligible to return to the District (only at the beginning of a contract year) at their former status in terms of employment and rate of pay. The specific position assignment is at the discretion of the District.

After the maximum of three years of leave, a non-probationary staff member must reapply and compete for a position vacancy if they wish to return to employment with the District. If they are offered and



accept a position, their employment status as non-probationary contract status will be reinstated. No District seniority or pay status changes will be earned while on leave from the district, unless approved by District.

All persons who perform services for School will be considered at will employees or volunteers of the District itself. The District will agree that the School will select its personnel directly without prior authorization from the District, subject to compliance with federal and state rules and regulations, including, without limitation, requirements concerning recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board or other proper authority. The BOD may terminate the employment of any personnel so long as such employees are not terminated for unlawful reasons.

C. Compensation Schedule

The School will utilize a bonus pay system, as outlined in the Employee Manual, included in Appendix E. The School intends to keep employee salaries competitive with market conditions. The base pay for a first tier teacher will be the same as a first tier teacher within District. In addition, by rewarding high performance with a bonus system, the School expects salaries to be above market norms.

D. Payroll

School employees will be paid through the payroll department of the District using its procedures to record employee work hours, compute pay, deduct federal, state and local income taxes, and make other adjustments as contained in applicable District policies.

E. Benefits.

School employees will be entitled to receive all voluntary and required fringe benefits, including but not limited to health, dental, and life insurance, as provided by the District in accordance with the District policies and eligibility guidelines. These benefits will be purchased by the School and administered through the District

F. PERA Membership.

All school employees will be members of the Public Employee's Retirement Association and subject to its requirements. The School will be responsible for the cost of Poudre School District's employer's



share for any contributions for school employees. Contributions to PERA will be made in accordance with Poudre School District policy and PERA guidelines.



G. Equal Opportunity Employer.

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

H. Employee Welfare and Safety.

The School shall comply with all District policies, and applicable federal and state laws, concerning employee welfare, safety and health issues, including, without limitation, the requirements of federal law for a drug-free workplace.

I. Employee Records.

The School shall comply with all District policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Law, C.R.S. Sec. 24-72-204 et seq.

J. Employment Contracts.

The School will enter individual employment contracts with the Headmaster, Business Manager, teachers and all staff and other employees. Such contracts will be consistent with the provision set forth in the Employment Manual (Appendix E) and the School's Charter.

Section (i)

Legal Liability and Insurance Coverage

[Colorado Revised Statutes Section 22-30.5-106(1)(j)]

I. INSURANCE COVERAGE

Appropriate insurance coverage will be provided for the School's governing body. The School may take part in the Districts insurance coverage for property, liability, and workman's compensation



policies. The School will pay a fair share of the District's per pupil allocation to the PSD Insurance Reserve in the event this option is exercised. Insurance needs not covered by the Schools participation in PSD's Insurance Reserve will be negotiated with the District through its carrier, or purchased separately. The BOD may also choose to consider outside providers, in lieu of the District coverage. In such case, the coverage will at least equal that provided under the District's Plan; the District will be named as an additional insured on all policies; and all levels, types and amounts will be approved by the District.

Section (j) Transportation

[Colorado Revised Statutes Section 22-30.5-106(l)(k)]

District transportation will not be provided for students. Car pool organization will be actively facilitated by the transportation committee of the School. However, a primary goal of the School will be to promote an inclusive student body by ensuring that no student who wants to attend the School is prevented from attending. Therefore, at-risk student transportation will be arranged by volunteers (see Diversity Plan below) to assure that these students are not denied access to the school due to transportation-related reasons.

Miscellaneous Section

Diversity Plan, Admissions Process, Special Education, Custodian, Food Service, Uniforms and Waivers

I. DIVERSITY PLAN

The School will recognize the uniqueness of each member of the community and will be committed to offering the educational experience afforded at the School to all students in the District by establishing an inclusive school environment.

1. As a school of choice, the School will be open to any student/parent interested in the educational program of the School.



2. The School will strive to improve the performance of at-risk children who are at greatest risk of academic failure. This will be achieved through a content-rich curriculum that gives such children the missing background knowledge they need to compete evenly with and progress along side of the children who get the background knowledge they need for cumulative learning from their home environment. The success of the curriculum with respect to both excellence (all children doing better) and fairness in education (the children at the lower end making the largest gains) has been demonstrated at public schools using the Core Knowledge Curriculum such as Mohegan School in the Bronx, New York, and Three Oaks Elementary in Dade County, Florida. A reports on these studies are included in Exhibit XVI.
3. The School will reserve a percentage of enrollment capacity for environmentally at-risk students for up to 1 month before final enrollment figures are due to the District. At that time, any remaining spaces will be filled on a first-come first-served basis.
4. The School will make reasonable efforts to raise awareness of our educational program to all members of the community by conducting public information forums to diverse populations throughout the city (see Appendix M).
5. A primary goal of the School will be to promote an inclusive student body by ensuring that no student who wants to attend the School will be prevented from attending. Therefore, environmentally at-risk student transportation will be arranged by the volunteer parent arm of the transportation committee, to assure that environmentally at-risk students residing in the District are not denied access to the school due to transportation-related reasons.
6. The School will encourage parents/guardians to volunteer in whatever way they choose to the extent that they are able, while recognizing that, due to differing personal circumstances, not all parents will be able to do volunteer work for the school. Parent/guardian ability to volunteer for the School will not be a prerequisite for attendance. The School will make clear in its policies that there will be no expectation in written or unwritten form that parents/guardians are required to do volunteer work as a condition for receiving the benefits of the School.

II. ADMISSIONS PROCESS

The School will not make any distinction on account of disability, race, creed, color, gender, national origin, religion, ancestry or need for special education services of any student who seeks admission. The geographic area of intended service is the District; however, any student residing outside the District may attend, provided they arrange their own transportation. The following guidelines will be used for enrolling children in:



1. The School's previous enrollment list will be the source of initial enrollment, subject to confirmation by the BOD. Remaining student enrollment will be on a first-come first-served basis, except as noted in items 2 and 3 below.
2. The School intends to be inclusive and representative of the broader school district. The School will reserve a percentage of enrollment positions equal to the District mean for at-risk students, plus 3 percent, for up to 1 month before final enrollment figures are due to the District. The District mean is determined by the number of children receiving free lunch for the applicable range of grades. During the last month of enrollment any remaining spaces will be filled on a first-come first-served basis.
3. Preference on the waiting list will be given to siblings of enrolled students and children of the school staff. This sibling preference shall be continuously updated as students are admitted to The School.
4. Admission will be offered publicly with an effort to invite all families to carefully review the Charter and enroll their children, if parents value the School's philosophy and program.
5. Out-of-District students will also be admitted per this process, and tuition will be paid by the school district of their residence according to state law.

III. SPECIAL EDUCATION

The following Special Education plan was formulated through cooperation with Joe Hendricks, PSD Director of Special Education and previously negotiated and approved by the School Board (School Board Resolution March 4, 1996).

The School will work with the District to assure that appropriate special education services are provided to all students as needed, as defined by each student's Individual Education Program ("IEP"). These services will be provided in accordance with the guidelines established in State or Federal law. All students will be considered for enrollment without regard for their disability, and their individual needs will be appropriately addressed, unless the nature or severity of the disability is such that a more specialized placement is necessary as described in the student's IEP. Special education programs and services will be available to the student as part of the regular school day. However, if parents voluntarily wish to have special education instruction and services provided after school hours so as not to interfere with the participation of the student in the educational program of the School, this may be done as long as the multidisciplinary staffing team feels that this format will allow the student's individual special education needs to be addressed.

The District's Director of Pupil Services, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms to document compliance with procedural due process.



The School and the District will expressly recognize that the School will not have the substantial student base population to help fund and spread the risk of special education students who require expenditure of greater educational resources than the funding available for such students. Accordingly, the parties will agree that the District will act as an insurer of all excess special education expenditures to the School. The District and the School shall share in the revenues and costs of such special education students in accordance with the budget developed by Ken Forrest (Appendix N). On or about February 1 of each year, the District and the School shall cooperate in good faith to meet to review, and renegotiate as necessary the methodology for computing the Per Student Special Education Payment in order to take into consideration the actual expenses of the District and the School with respect to special education matters.

Students who reside in other districts outside of the District who require special education services, will only be accepted if their special education needs can be appropriately addressed with the programs and services available at the School, and their district of residence agrees to enter into a contractual agreement to pay for the excess IEP costs for the student.

The School and the District shall cooperate in good faith to determine which of the services required by the IEP should be delivered by the School and which services should be provided by the District. In making this determination the parties shall consider the best interests of the child and the most cost-efficient and effective means of delivering the service. In the case of a dispute, the School and the District shall make every effort to cooperate in good faith towards the final decision regarding the delivery of special education services.

Related service providers (e.g. school psychologists, speech/language specialists, occupational/physical therapists, etc.) will be hired by the District and assigned to the School in the same manner that is used for all schools within the District (i.e., school psychologist one day/week and speech language specialist two days/week if 500 students enrolled). Special education teachers and paraprofessionals may be hired by the School, with the Director of Pupil Services agreeing to be on the hiring committee in an advisory capacity. All of these staff members will be paid for as a part of the excess IEP costs. Special education teachers are required to be appropriately licensed for the position to which they are being assigned.

The Director of Pupil Services will provide the School a staffing plan identifying the type and amount of special education personnel to be assigned to the School based upon total number of students enrolled in the program, and the number of students within the School who require special education services. If the School has 500 students enrolled, the District agrees to pay for the equivalent of 2 FTE special education personnel. The District would also provide a full-time paraprofessional for staffing 504 plan students. The Director of Pupil Services and the School will work cooperatively to develop the final staffing plan.



It is recognized that adjustments in this process may be needed to address the unique needs of an individual student. The School and the District will negotiate in good faith to resolve any concerns regarding the amount of staff needed to deliver appropriate special education services.

IV. CUSTODIAN

The School will contract for necessary custodial services as determined by the BOD with either the District or another entity if the school occupies a non-district facility. PSD custodial services will be contracted if the school occupies a District facility.

V. FOOD SERVICE

The School will contract for food service as determined by the BOD with the District or with another entity.

VI. UNIFORMS

Pending approval of affected parents, the School intends to incorporate the use of school uniforms as a means of minimizing external distinctions between students, and inviting the personality of the individual student to shine through (Exhibit XVII). Any such policy will include the type of uniform, an opt-out provision, and plan for purchase assistance for at-risk students.

VII. WAIVERS

Pursuant to Colorado Revised Statutes Section 22-32.5-106(1)(m), the BOD hereby requests the waivers contained in Appendix O from the PSD School Board and jointly with the PSD School Board from the State Board of Education.



PART II: APPENDICES

Appendix A

I. INITIAL BOARD OF DIRECTORS OF THE LIBERTY COMMON SCHOOL

Phil Christ - Chairman

Phil Christ is a marketing manager at Hewlett-Packard Company where he has worked for 13 years. He has a BS in chemistry from Stanford University, and an MBA from Santa Clara University. He has lived in Fort Collins for 8 years and has been involved as a volunteer in Poudre School District since 1993. He served on the Washington Core Knowledge Elementary School Parent Advisory Board. During his first year on the PAB he served as a member of the District Advisory Board (DAB). The second year he acted as PAB Vice President. In the fall of 1995 he served on the PSD facilities study committee.

Phil is married to Carol Christ, and they have 2 children. Carol has also been heavily involved in PSD volunteer work. Carol was responsible for managing the move of the Washington Core Knowledge School to the Remington Center building. She also has been active as a classroom coordinator and researching background materials for teaching the Core Knowledge Sequence.

Randy Everett

Randy W. Everett is married to Ruth Ann Everett, the former Ruth Ann Porter, a PSD graduate and English teacher. His family moved to Colorado in 1880. Together they are the parents of 5 sons. In college Randy studied Comparative Literature and was a teaching assistant in the English department. He was president of his graduating class at Baylor College of Medicine in Houston. Upon completion of his residency in genito-urinary surgery at USC in Los Angeles in 1990, where he was responsible for medical student education, he and his family moved to Fort Collins. He has over 14 years teaching experience, and spent 2 years serving on the Central Committee of the State Democratic Party. Randy was the first Chairman of the Parent Advisory Board for Washington Core Knowledge School, which he was influential in founding. He served on the District Literacy Project and was a member of the District Site-Based Management Team. As a pediatric urologist, Eagle Scout and former Boy



Scoutmaster, Randy enjoys working with children of all ages. In his spare time he works on restoring his residence, which is on the local and national Registry of Historic Homes.

Sally Hutchinson

Sally Hutchinson has been self-employed in the graphic art/desktop publishing field for over 10 years. Prior to that she was the secretary of the newsroom and worked in the typesetting and paste-up departments at the Fort Collins *Coloradoan*. She has training and worked in Respiratory Therapy for several years. She and her husband, Phil, a business owner and computer programmer/analyst, have lived in Fort Collins for nearly 20 years. They have 3 children. Sally served on the District Boundary Committee for 2 years, was active with the Johnson Elementary PTO as Newsletter Chairperson and Book Fair Chair, Washington Core Knowledge School Communication and Discipline and Decorum Committees, and Rocky Mountain High School Parent Athletic Club Committee Chair. She volunteers regularly in the WCKS school office and in the classroom. Sally was a Girl Scout leader in Fort Collins for 5 years. She has been active with the Republican Party Central Committee. Her outside interests include gardening, raising chickens, alternative medicine, and snow skiing.

Rolando Santos

Rolando Santos and his wife Kathy came to Fort Collins in 1991 from Los Angeles. He has been a small business owner for the past 10 years and currently owns a grocery store in Wellington. He is also a commercial real estate developer, purchasing and renovating older properties. Rolando is actively involved in a youth flag football team where he works with at-risk junior and senior high school students. Currently, Rolando serves on the WEDC (Wellington Economic Development Committee), which fosters business growth in the city. Rolando's hobbies include photography, model building, football, and mountain biking. He has been married for 15 years and has a 9 year old daughter, Kara. Rolando is active in his church and is fluent in Spanish.

Michael Thatcher

Michael Thatcher is a pharmaceutical sales representative for Purdue Frederick. He has been a resident of Fort Collins since 1990, when he was transferred here with his employer. He currently serves as president for the Collindale Pool Board and as a Republican precinct chair. He also serves as president of RMPRO, a professional organization of the pharmaceutical industry in Fort Collins. He has a BS degree from Brigham Young University and is currently working toward his MBA at CSU. He has worked as an instructor during the past four years, teaching an early morning class to teenagers. He has been a volunteer with PSD for the past 3 years. Michael has been married to the former Susan



Beck for 13 years and they have three children. Michael is also active in his church. His other hobbies include sports, scuba diving, camping, and his family.



Appendix B

I. BIBLIOGRAPHY OF THE FOUNDING PARENTS AND CONTRIBUTORS

Curriculum and Skills

- Science for the Elementary School* - Edward Vicotr, Richard D. Kellough
Human Learning - Jeanne E. Dumrod
The War Against the Schools Academic Child Abuse - Siegfried Engelmann
National Standards in Education - Diane Ravitch
Children's Mathematical Development - David Geary
The Dictionary of Cultural Literacy - E.D. Hirsch, Jr., Joseph Kett, James Trefil
Historical Literacy - Paul Gagnon
The Poverty of Historicism - Karl Popper
Hidden History - Daniel Boorstin
Education Assumptions Versus History - Thomas Sowell
Language Meaning and Maturity - Jill Bloom
Beginning To Read - Marilyn Jager-Adams
On Learning to Read - Bruno Bettelheim and Karen Zelan
Becoming a Nation of Readers - Report of the Commission on Reading
Leadership Literacy - Daniel Clemens
Language in Thought and Action - S.I. Hayakawa
Common Ground, Whole Language and Phonics Working Together - Priscilla Vail
The New Read-Aloud Handbook - Jim Trelease
Celebrating Children's Books - Betsy Hearne and Marilyn Kaye
The Use of Enchantment, The Meaning and Importance of Fairytales - Bruno Bettelheim
Rose, Where Did You Get That Red - Kenneth Koch
Wishes, Lies, and Dreams - Kenneth Koch
Century Handbook of Writing - Garland Greever
Clear and Lively Writing - Priscilla Vail
Growing Up Writing - Arlene Silberman
National Science Education Standards - National Research Council
Benchmarks For Science Literacy - Project 2061
Science For All Americans - James Rutherford and Andrew Ahlgren
Leadership and the New Science - Margaret Wheatley
Drawing on the Right Side of the Brain - Betty Edwards
Drawing with Children - Mona Brookes
Teaching Thinking Skills - Joan Boykoff Baron and Robert Sternberg
Crazy Talk, Stupid Talk - Neil Postman

Society/Public Policy

- Technopoly* - Neil Postman
Amusing Ourselves to Death - Neil Postman
The Culture of Narcissism - Christopher Lasch
The Vision of the Anointed - Thomas Sowell
A Conflict of Visions - Thomas Sowell
Closing of the American Heart - Ronald Nash
Disappearance of Childhood - Neil Postman
The Disuniting of America - Arthur Schlesinger



The Tempting of America - Robert Bork
Closing of the American Mind - Allan Bloom
Race and Culture - Thomas Sowell

Teaching/Teachers/Parents

You Are Your Child's First Teacher - Rahimer MacGuire
Parenting Our Schools - Jill Bloom
Smart Schools, Smart Kids - Edward B. Fiske M.D.
The Paideia Proposal - Mortimer J. Adler
Winning The Brain Race - David Kearns and Denis Doyle
Teaching the Children - Neil Flinders
Ordinary Children, Extraordinary Teachers - Marva Collins
The School Home - Jane Roland Martin
Emotion: The On-Off Switch for Learning - Priscilla Vail
Gifted, Precocious or Just Plain Smart - Priscilla Vail
Learning Styles - Priscilla Vail
Smart Kids with School Problems, Things to Know & Ways to Help - Priscilla Vail
Teaching as a Subversive Activity - Charles Weingartner
Miracle In East Harlem - Seymour Fliegel with James Mac Guire

Philosophy of Children's Cognitive and Affective Development

Thinking, Problem Solving and Cognition - Richard E. Mayer
Your Child's Growing Mind - Jane Healy, Ph.D.
Human Learning - Jeanne Ellis Ormrod
Piaget's Theory of Cognitive and Affective Development - Barry Wadsworth
Educational Psychology - Anita Woolfolk
Healthy Sleep Habits, Happy Child - Marc Weissbluth

Educational Reform

The Schools We Need and Why We Don't Have Them - E. D. Hirsch *NEW BOOK*
The Case for Constructivist Classrooms - Jacqueline Grennon Brooks and Martin G. Brooks
Public Education - An Autopsy - Myron Lieberman
The Learning Gap - Harold Stevenson and James W. Stigler
Choice in Education - William Lowe Boyd and Herbert Walberg
Reforming Education, The Opening of the American Mind - Mortimer J. Adler
Making School Work - Eric Hanushek
Redesigning Education - Kenneth Wilson and Bennett Davis
Bankrupt Education - Peter Emberley and Waller Newell
School Work - William Nothdurft
Schools That Work - George Wood, Ph. D.
Facing the Challenge - Report of the 20th Century Task Force on School Governance
Inside American Education - Thomas Sowell
Begin Here - Jacques Barzan
Endangered Minds - Jane Healy, Ph.D.
Insult to our Intelligence - Frank Smith
Liberating Schools - David Boaz
No Contest - Alfie Kohn
Classical Education - Douglas Wilson/Wesley Callihan/Douglas Jones
School of Thought - Rexford Brown
Dumbing us Down - John Taylor Gatto
Conscientious Objection - Neil Postman



The Exhausted School - John Taylor Gatto
Giants and Dwarfs - Allan Bloom
We Must Take Charge - Chester Finn
The Aristocracy of Everyone - Benjamin Barber
The End of Education - Neil Postman
Horaces' Compromise - TheodoreSizer
Horaces' School - TheodoreSizer
Politics Markets and America's Schools - John Chubb and Terry Moe
Hidden Danger - Pearl Evans
Reinventing Education - Louis Gerstner, et. al

Character Education

Books That Build Character, Kilpatrick, et. al.
Why Johnny Can't Tell Right From Wrong - William Kilpatrick
Illiberal Education - The Politics of Race and Sex on Campus - Dinesh D' Souza
The Leaning Tower of Babel - Richard Mitchell
De-Valuing of America - William Bennett
Educating For Character - Thomas Lickona
Values Education and Technology - Peter Emberley
Punished by Rewards - Alfie Cohn

Management/Leadership/Creative Thinking

In Search of Excellence - Thomas Peters and Robert Waterman
The 7 Habits of Highly Effective People - Stephen Covey
Conceptual Blockbusting: A Guide to Better Ideas - James Adams
The HP Way - David Packard
The Fifth Discipline: The Art and Practice of the Learning Organization - Peter Senge
Emotional Intelligence - Daniel Goleman
The Structuring of Organizations - Henry Mintzberg
Leaders - Warren Bennis and Burt Nanus
Lateral Thinking - Edward DeBono
Fourth Generation Management - Brian Joyner



Appendix C

I. EXPANDED SCIENCE CURRICULUM SAMPLE

Project 2061 (modified)

American Association for the Advancement of Science

John Redman

7-Sep-96

IEWS	SKILLS & HABITS of MIND	TRADITIONAL SUBJECTS
The Physical Setting	scientific method	math
The Living Environment	observation	physics
The Human Organism	information management	astronomy
Human Society	computation	chemistry
The Designed World	written communication	Earth science
The Mathematical World	verbal communication	biology
Historical Perspective	critical response	technology/engineering
THEMES	decision making	history
Systems	scientific reasoning	social sciences
Models		humanities
Constancy/Patterns of Change		physical education
Evolution		
Scale		

Science for All Americans

Scientific Literacy: What is it? Why America needs it. How we can achieve it.

F. James Rutherford & Andrew Ahlgren

Oxford University Press, 1990

\$9.95

Chapters

1: The Nature of Science The scientific world view Scientific inquiry The scientific enterprise	6: The Human Organism Human identity Life cycle Basic functions Learning Physical health Mental health	9: The Mathematical World Numbers Symbolic relationships Shapes Uncertainty Summarizing data Sampling Reasoning
2: The Nature of Mathematics Some features of mathematics Mathematical processes	7: Human Society Cultural effects on behavior Social change Social trade-offs Forms of political/economic organization Social conflict Worldwide social systems	10: Historical Perspectives Displacing the Earth from the center of the Universe Uniting the heavens & Earth Uniting Matter & Energy, Time & Space Extending time Setting Earth's surface in motion Understanding fire Splitting the atom Explaining the diversity of Life Discovering germs Harnessing power
3: The Nature of Technology Science & Technology Principles of technology Technology & Society	8: The Designed World The Human presence Agriculture Materials Manufacturing Energy Sources Energy use Communication Information processing Health technology	11: Common Themes Systems Models Constancy Patterns of Change Evolution Scale
4: The Physical Setting The Universe The Earth Forces that shape the Earth Structure of matter Transformations of energy The motions of things The forces of nature		
5: The Living Environment Diversity of Life Heredity Cells Interdependence of Life Flow of matter and energy Evolution of Life		
12: Habits of Mind Values & Attitudes Skills	13: Effective Learning & Teaching Principles of learning Teaching Science, Mathematics, and Technology	



Liberty Common School 1-4 Science Curriculum, Ft. Collins, CO

John Redman (djr@hpgrla.gr.hp.com, 303-350-4156)

• see FOSS & STC overviews for details •

< > not available for School Year '93-'94

() available during Fall'93 for Spg'94

[] available from PR-1

Summary of FOSS (F) & STC (S) Kits

- F8 Air & Weather
- F1(New Plants
- F1: Magnetism & Electricity
- F1: Water
- F1: Earth Materials
- F1: Measurement
- F2: Landforms
- F2: Environments
- S2 Weather & Me
- S5 Life Cycle of Butterflies
- S9 Plant Growth
- S1 Chemical Tests
- S1: Electric Circuits
- LW Water Quality [Los Alamos Nat'l Labs]
- LR Radiation [Los Alamos Nat'l Labs]

STC = Science & Technology for Children				
Grade	Life/Earth		Physical/Technology	
1	1(Fall'93)	2	<3>	<4>
2	5	<6>	7(Fall'93)	<8>
3	9	<10>	11	12
4	<13>	<14>	15(Fall'93)	16
5	17	18(Fall'93)	19	<20>
6	21	<22>	<23>	24

FOSS = Full Option Science System				
Grade	Physical	Earth	Life	Sci Rsnsg/Tech
K	1,2,3		4,5	
1-2	6,7	8,9	10,11	
3-4	[12],[13]	14,[15]	[16],17	[18],[19]
5-6	[20],[21]	[22],[23]	[24],[25]	[26],[27]

* F=FOSS#, S=STC#, O=Other#

SCIENCE 1

MONTHS: SEP OCT NOV DEC JAN FEB MAR APR MAY

Life Sciences 1

1. GENERAL Topics and Guidelines:
 - a) Characteristics and habitats of animals.
 - b) Pet care.
 - c) Parts and growth patterns of plants.
 - d) Experiments with plants involving sunlight, water, and soil.
 - e) Parts of the body.
 - f) Health.
2. SPECIFICS:
 - a) Plants (parts, kinds, seeds, flowers)
 - b) Animals (xxx-vores)
 - c) Food Chain (plants - animals, <energy flow>)
 - d) Habitats (types, inhabitants)
 - e) Habitat Destruction
 - f) Special Types of Animals (extinct, wild, domestic)
 - g) Pets and pet care
 - h) Health and the Human Body (parts, senses, brain, care, illness)



Physical Sciences 1

1. GENERAL Topics and Guidelines:
 - a) Fundamental physical concepts of the states of matter and its measurement
 - b) Measurements (number & unit):
 - c) British and Metric Systems
 - d) Very simple astronomy.
 - e) The concept of experiment.





2. SPECIFICS:
 - a) Measurement (length, volume, temperature, time)
 - b) Matter (atoms, forms of matter)
 - c) Astronomy (sun, Earth, moon, Earth's motion & structure)
 - d) Weather and Atmosphere (rainbows; clouds; precipitation; lightning, thunder)

Science BIOGRAPHIES

1. Copernicus
2. Rachel Carson
3. Charles Drew

SUPPORT

1. MATERIALS & EQUIPMENT F10/S9 (F8)
2. (continued) S5 S5 S2
3. (continued) LW,R LW,R
4. MEDIA Blue Planet
5. (continued)
6. (continued)
7. THEMES & VIEWS
8. (continued)
9. (continued)

SCIENCE 2

MONTH: SEP OCT NOV DEC JAN FEB MAR APR MAY

Life Sciences 2

1. GENERAL Topics and Guidelines:
 - a) Life cycles of various organisms.
 - b) The four seasons.
 - c) Persistence of life in winter.
 - d) The human body.
 - e) Health and nutrition.
2. SPECIFICS:
 - a) Biology, Botany, Zoology, Life Cycles
 - b) The life cycle: birth, growth, reproduction, death (plant, chicken, frog, butterfly)
 - c) Annual and Seasonal Cycles (Earth causes, effects on animals)
 - d) Human Body and Health (cells, tissues, organs, digestive system)
 - e) Taking care of your body (diet, food groups, vitamins & minerals)

Physical Sciences 2

1. GENERAL Topics and Guidelines:
 - a) Fields of physical science and technology.
 - b) Very simple chemistry.
 - c) Simple Tools.
 - d) Magnetism.
 - e) Orientation experiment.
 - f) Simple optics, light and color.
2. SPECIFICS:
 - a) Chemistry, Meteorology, Physics, Astronomy, Engineering, Technology, Geology
 - b) Simple Tools (plane, pulley, wedge, lever, etc.)
 - c) Simple Chemistry (iron, Iron Age)
 - d) Magnetism, Lodestones, magnets, compasses
 - e) Simple Optics (light, reflection, microscope, telescope)

Science BIOGRAPHIES

1. Florence Nightingale
2. Mae Jemison
3. Galileo
4. Thomas Edison



SUPPORT

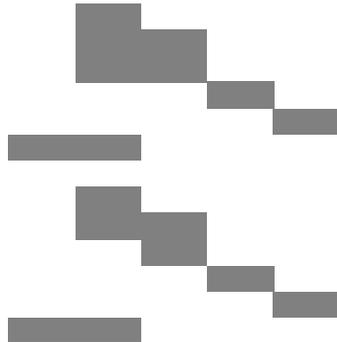
- 1. MATERIALS & EQUIPMENT F10/S9 F10/S9
- 2. (continued) S5 S5
- 3. (continued)
- 4. MEDIA
- 5. (continued)
- 6. (continued)
- 7. THEMES & VIEWS F12 F12
- 8. (continued)
- 9. (continued)

SCIENCE 3

MONTH: SEP OCT NOV DEC JAN FEB MAR APR MAY

Life Sciences 3

- 1. GENERAL Topics and Guidelines:
 - a) Ecology
 - b) Ecosystems
 - c) Balance of Nature
 - d) Pollution
 - e) Bees and Ants
 - f) Health and the Body
- 2. SPECIFICS:
 - a) Ecology, Balance of Nature
 - b) Ecosystems
 - c) Environment Food Chain
 - d) Pollution (air, water, conservation)
 - e) Social Insects (ants, bees)
 - f) Health and the Human Body (nervous system, vision, hearing)



Physical Science 3

- 1. GENERAL Topics and Guidelines:
 - a) Beginning electricity.
 - b) Simple chemistry.
 - c) Our solar system and gravity.
- 2. SPECIFICS:
 - a) Beginning Electricity (atoms, charges, circuit, safety)
 - b) Beginning Chemistry (properties of matter, measuring, Periodic Table)
 - c) Astronomy (gravity, Solar System, Universe)



Science BIOGRAPHIES

- 1. Elijah McCoy
- 2. Edward Jenner
- 3. Charles Babbage and Ada Lovelace
- 4. John Muir
- 5. Jane Goodall



SUPPORT

- 1. MATERIALS & EQUIPMENT F25 F25
- 2. (continued) S11 S11
- 3. (continued) LW,R
- 4. MEDIA
- 5. (continued)
- 6. (continued)
- 7. THEMES & VIEWS F19 F19
- 8. (continued)
- 9. (continued) S16



Appendix D

I. TYPICAL SCHOOL DAY AND WEEK

Teacher Instructional Time - 30 hours, 15 minutes

2nd Grade

Child's Instructional Time - 32 hours

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 - 8:30	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening
8:30 - 9:00	Phonics	Phonics	Phonics	Phonics	Phonics
9:00 - 10:00	Reading Practice Writing T.A. assisting 1 hr.	Reading Practice Writing T.A. assisting 1 hr.			
10:00 - 10:15	Recess	Recess	Recess	Recess	Recess
10:15 - 11:15	Math	Math	Math	Math	Writing
11:15 - 12:15	Science	Science TA assisting 25 min.	Science TA assisting 25 min.	Science TA assisting 25 min.	World/Amer. Civ. & Geography
12:15 - 1:00	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess
1:00 - 1:45	MUSIC Grade Level Teachers Planning Together	ART Grade Level Teachers Planning Together	P.E. Individual Teacher Planning Time	Primary Teacher observing Science Specialist 1:00 - 3:00 T.A. COVERS CLASS	Science Specialist Observing Primary Teacher teaching science 1:00 - 3:00
1:45 - 2:00	Recess	Recess	Recess	Recess (with TA)	Recess
2:00 - 3:00	World or American Civilization Geography	World or American Civilization Geography	World or American Civilization Geography	Primary Teacher observing Math Specialist 1:00 - 3:00 T.A. COVERS CLASS	Math Specialist Observing Primary Teacher teaching science 1:00 - 3:00
3:00 - 3:30	Guest Reader reading Curr. Literature	Guest Reader reading Curr. Literature			
3:30 - 5:00	Head Master Mentoring	Seminar	Parent Conferences	Upper Grade Specialist mentoring Primary Teacher	

TA - 8 hours, 20 minutes per week

Teacher Planning Time
2 hours, 15 minutes

Mentoring Time - 7 hours per week



Teacher Instructional Time - 30 hours, 15 minutes

2nd Grade

Child's Instructional Time - 32 hours

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 - 8:30	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening
8:30 - 9:00	Phonics	Phonics	Phonics	Phonics	Phonics
9:00 - 10:00	Reading Practice Writing TA assisting, 1 hr.	Reading Practice Writing TA assisting, 1 hr.	Reading Practice Writing TA assisting 1 hr.	Reading Practice Writing TA assisting 1 hr.	Reading Practice Writing TA assisting, 1 hr.
10:00 - 10:15	Recess	Recess	Recess	Recess	Recess
10:15 - 11:15	Math	Math	Math	Math	Math
11:15 - 12:15	Science	Science TA assisting 25 min.	Science TA assisting 25 min.	Science TA assisting 25 min.	Science
12:15 - 1:00	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess
1:00 - 1:45	MUSIC Grade Level Teachers Planning Together	ART Grade Level Teachers Planning Together	P.E. Individual Teacher Planning Time	Primary Teacher observing History Specialist 1:00 - 3:00 T.A. COVERS CLASS	History Specialist Observing Primary Teacher teaching history 1:00 - 3:00
1:45 - 2:00	Recess	Recess	Recess	Recess (with TA)	Recess
2:00 - 3:00	World or American Civilization Geography	World or American Civilization Geography	World or American Civilization Geography	Primary Teacher observing Language Specialist 1:00 - 3:00 T.A. COVERS CLASS	Language Specialist Observing Primary Teacher teaching L.A. 1:00 - 3:00
3:00 - 3:30	Guest Reader of Curr. Literature	Guest Reader of Curr. Literature	Guest Reader of Curr. Literature	Guest Reader of Curr. Literature	Guest Reader of Curr. Literature
3:30 - 5:00	Head Master Mentoring	Seminar	Parent Conferences	Upper Grade Specialist mentoring Primary Teacher	

TA - 8 hours, 20 minutes per week

Teacher Planning Time
2 hours, 15 minutes

Mentoring - 7 hours per week



Appendix E

I. EMPLOYEE MANUAL



The Liberty Common School Application
pursuant to the Colorado Charter Schools Act

Liberty Common School

Employee Manual

October 1996



Purpose of This Manual

This manual has been prepared to inform you about Liberty Common School's (the School's) employment practices, and policies as well as the benefits provided to you as a valued employee and the conduct expected from you.

No employee manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this Manual will help you feel comfortable with us. We depend on you, your success is our success. Please don't hesitate to ask questions. Your supervisor will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find the School a good place to work.

We ask that you read this Manual carefully, and refer to it whenever questions arise. We also suggest that you take it home so your family can become familiar with the School and our policies.

The School's policies, benefits and rules, as explained in this Manual, may be changed from time to time as business, employment legislation, and economic conditions dictate. If and when provisions are changed, the updated information will be available to employees through the school office.

Notice

The policies in this Manual are to be considered as guidelines. The School, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Manual at any time without prior notice. Any such action shall apply to existing as well as future employees. Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the BOD may alter or modify any of the policies in this Manual. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision.

This manual replaces (supersedes) all other previous manuals for the School as of October 1996.



Supervisor's Signature

Date

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1 An Overview of the School

About the School

The mission of Liberty Common School is to provide excellence and fairness in education for school children through a common foundation by successfully teaching a contextual body of organized knowledge, the skills of learning including higher order thinking, and the values of a democratic society. This school recognizes the value of inclusiveness, or providing access to a broad cross-section of the community so that students from all backgrounds can benefit from our educational offering. We acknowledge the leadership of teachers in the classroom, and student responsibility for his/her academic effort.

For more details on the School and the educational philosophies of our school, please refer to the Charter application for the School.

What You Can Expect From the School

The School's established employee relations policy is to:

1. Dedicate ourselves to excellence and fairness in education.
2. Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.
3. Pay all employees according to their effort and contribution to the success of our school.
4. Adherence to all federal and state employment guidelines.
5. Review wages, employee benefits and working conditions constantly with the objective of providing maximum benefits in these areas, consistent with sound business practices.
6. Provide eligible employees with health, dental, life insurance, and other voluntary and required benefits.
7. Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions and constructive criticisms of fellow employees.
8. Assure employees, after talking with their manager, an opportunity to discuss any problem with the BOD of the School.
9. Make prompt and fair adjustment of any complaints which may arise in the everyday operation of our school, to the extent that is practicable.



10. Respect individual rights, and treat all employees with courtesy and consideration.
11. Maintain mutual respect in our working relationship.
12. Provide classrooms and offices that are attractive, comfortable, orderly and safe.
13. Promote and compensate employees on the basis of their ability and merit.
14. Keep all employees informed of the policies of the School, as well as the School's overall goals and objectives.

What the School Expects From You

All employees of the School are expected to read and understand the contents of the Charter application. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and maintain a good team attitude. How you interact with fellow employees and those whom the School serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by the School. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability. The result will be better performance for the School overall, and personal satisfaction for you.

You are encouraged to grasp opportunities for personal development that are offered to you. This Manual offers insight on how you can positively perform to the best of your ability to meet and exceed the School's expectations.

We strongly believe you should have the right to make your own choices in matters that concern your classroom. We believe in direct access to management. We are dedicated to making the School a school where you can approach your supervisor, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of the School. We're all human, so please communicate with each other and with management.

Remember, you help create the healthful, pleasant and safe working conditions that the School intends for you. Your dignity and that of fellow employees, as well as that of our customers, is important.

The School needs your help in making each working day enjoyable and rewarding.



2 Employment

Personnel Administration

The task of handling personnel records and related personnel administration functions at the School has been assigned to: the Business Manager. Questions regarding insurance, wages, and interpretation of policies may be directed to the Business Manager or the Headmaster if the Business Manager position is unfilled.

Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the Business Manager as soon as possible:

1. Legal name
2. Home address or mailing address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if you operate any School vehicles
9. Military or draft status
10. Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under the School's benefits package could be negatively affected if the information in your personnel file is incorrect.

It is to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

You may see information which is kept in your own personnel file if you wish (unless information is restricted by law), and you may request and receive copies of all documents you have signed. Please make arrangements with the Business Manager.



Employment Classifications

At the time you are hired, you are classified as either salaried, full-time, part-time or temporary employee. Please refer to information regarding benefits eligibility to determine what, if any, benefits you are entitled to. Policies described in this Manual and communicated by the School apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your supervisor.

Full-Time Employees

A full-time employee works a regular forty (40) hour work week. If you were a full-time employee and have been on an approved leave of absence, upon return you will be considered a full-time employee, provided you return to work as agreed in the provisions of your leave.

Part-Time Employees

An employee who works less than a regular forty (40) hour work week is considered a part-time employee.

Temporary Employees

From time to time, the School may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

A temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees are considered temporary employees.

Those temporary employees classified as "non-exempt" (see the definition that follows) who work more than eight (8) hours in one day or more than forty (40) hours during any work week will receive overtime pay. All overtime work must be approved in advance by an authorized supervisor.

"Non-Exempt" and "Exempt" Employees

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty hours (40) per work week. These employees are referred to as "non-exempt" in this Manual. This means that they are not exempt from overtime pay and therefore must receive compensation for all hours worked and overtime pay for any hours worked over 40 in a workweek.

Exempt employees include teachers, the Headmaster, the Business Manager, professional staff, technical staff and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an



exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.



Poudre School District Employees

Poudre School District employees who work for the Liberty Common School are subject to the following conditions. Probationary certified employees and classified employees without a 6 year job guarantee will have no employment status with the District other than as Charter School employees. No district seniority or probationary status will accrue, unless approved by PSD. Continuing contract (non-probationary) certified employees and classified employees with a six year guarantee are eligible for a leave of absence from employment with the District for one year at a time up to a maximum of three years.

Within the three year period, these employees are eligible to return to the District (only at the beginning of a contract year) at their former status in terms of employment and rate of pay. The specific position assignment is at the discretion of the District.

After the maximum of three years of leave, a non-probationary staff member must reapply and compete for a position vacancy if they wish to return to employment with the District. If they are offered and accept a position, their employment status as non-probationary contract status will be reinstated.

No district seniority or pay status changes will be earned while on leave from the District, unless approved by PSD.

Job Descriptions

We maintain a job description for each position in the School.



Headmaster General

The Headmaster is accountable to the BOD of the School as the authority in charge of (1) leadership, (2) educational mentoring, (3) school and staff management, and of (4) the finances of the charter school. The Headmaster is employed at-will and is the executive decision-maker for the operation of the School, and is ultimately responsible for the success of the education of the pupils in accordance with the principles established in the charter document and the vision of the BOD. The Headmaster's resources are a faculty of professional teachers and classroom aides, and a small administrative staff. The Headmaster will also take advantage of volunteer staff organized in boards and committees. The following expands on the four main areas of responsibility previously introduced.

Leadership

Leadership consists of communicating and implementing the mission of the School as the team leader, fostering the school charter and sharing it with faculty, staff, parents and with the community. For example, the Headmaster is expected to:

- adopt and promote the vision of the BOD and the principles of the charter
- motivate and unify staff and faculty in a non-threatening environment
- liaise with stake holders as the School's advocate
- mediate communication among BOD, faculty, staff, and parents
- interpret the School to the community soliciting creative participation
- foster collegiality among staff by cultivating and rewarding individual contribution

Educational Mentoring

Educational mentoring consists of coaching and supervising the educational environment of the School with particular attention to the implementation of the School's curriculum. For example, the Headmaster is expected to:

- assure that the curriculum and its delivery is academically sound and consistent with the Core Knowledge sequence
- assure that teaching methods and contents are consistent with the philosophy of the School
- assure the values of a democratic society are taught in appropriate and sanctioned ways
- assure skills of learning and habits of mind are taught in a manner consistent with the school charter
- plan for the academic and professional growth of faculty
- keep informed of current trends in education
- act as an educational consultant to the BOD
- be the guarantor of proficiency testing for the students
- establish guidance and counseling programs for students, students' families and faculty



- be involved with students' academic progress
- support academic awareness among students and families
- recognize achievement
- provide coaching and expertise to staff that facilitates effective delivery of the total educational program

School and Staff Management

School and staff management consists of providing direction to and evaluation of students, faculty, and staff. For example, the Headmaster is expected to:

- manage physical resources
- recruit and recommend paid staff positions to the BOD
- evaluate personnel performance
- facilitate conflict resolution
- be responsible for abiding by and maintaining compliance with all relevant legal statutes pertaining to school operations
- responsible for after-school and extra-curricular activities
- work closely with parent groups and committees
- recommend corrective action to address recognized problems
- initiate and supervise disciplinary procedures

Finances

To assume a supervisory and directing role for the monetary obligations of the School. The Headmaster is expected to:

- lead the development and implementation of the annual budget
- authorize extraordinary expenditures
- oversee and approve contract stipulations
- review monthly, the ordinary administration of the School and the implementation of the budgets
- review annually the financial performance of the School
- prepare financial policy documents for the attention of the BOD
- supervise Business Manager
- perform duties of the Business Manager in the event that this position is not filled by another individual

Minimum Job Requirements

- Master's Degree in related field or equivalent combination of education and experience
- Substantial classroom teaching experience
- Experience in educational management or administration
- Experience in developing and implementing organizational budgets
- Management/supervision experience

Other Desired Characteristics



- Knowledge of Core Knowledge Curriculum including sequencing and teaching
- Experience/knowledge of entrepreneurial education systems
- Experience/knowledge of developing instructional curricula

Teacher

General

The teacher is accountable to the Headmaster of the School as the individual in charge of the education of each pupil in his or her charge. The teacher is employed at will and operates as a professional within the guidelines established by the School's charter and BOD. These guidelines provide for instruction to be consistent with the Core knowledge sequence. The teacher will perform in three areas of responsibility as follows.

Pedagogy

Pedagogy is the art of teaching, intended here as the art of developing each student to their fullest academic potential. A teacher must be committed to this goal. To achieve this a teacher is expected to:

- make efforts to meet each child's academic needs
- explain what is expected of a successful student consistent with the mission of the School
- stimulates the natural curiosity of the students and encourages an independent extracurricular life
- develops students' skills of learning and habits of mind consistent with the charter of the school
- effectively interacts with parents to improve delivery of educational program
- fosters interdisciplinary awareness
- initiates and participates in academic guidance and counseling programs as needed
- aligns teaching methods consistent with the charter of the School

Instruction

Instruction focuses on the information delivered to the students, and the aspects associated with effective delivery. In this area, for example a teacher is expected to:

- cover the material prescribed by the Core Knowledge sequence
- deliver curriculum in an academically sound manner
- adopt a teaching methods consistent with the philosophy of the School
- teach the values of a democratic society in an appropriate and sanctioned manner
- periodically test the proficiency of each student using quantitative methods
- maintain and report records of the results of performance assessment
- assist Headmaster in compiling and administering other performance tests
- responsible for the quality and continuous improvement of the classroom learning environment
- maintains class discipline
- manage a discretionary budget
- oversee delivery of educational program by teacher's aides in own classroom



Collegiality

Collegiality relates to the interaction of the teacher with the School's stake holders. The teacher, for example is expected to:

- participate in activities that promote individual professional growth
- stay abreast of current issues in education
- maintain and contribute to general school resources
- share innovations that improve teaching methods and materials in the classroom
- participate in development of lesson plans, curriculum maps, and general proficiently tests

Minimum Job Requirements

- Bachelor's degree in relevant field
- ability and willingness to teach the core knowledge sequence
- knowledge and skills that enable effective delivery of instructional material

Desired Characteristics

- previous elementary education classroom experience
- experience with core knowledge sequence



Business Manager

Primary Function

Responsible for managing the School's facilities, and administering & implementing most of the School's budget. Reports to the School's Headmaster.

Major Duties and Responsibilities

- Assists the Headmaster in developing the school budget.
- Responsible for administration of significant portions of the budget.
- Prepare financial reports as requested by the Headmaster or BOD.
- Works with grant committee to effectively use and track contributions.
- Maintenance of general school data base,(statistical improvement objectives, enrollment, grades, testing, etc.).
- Manages the School's facilities. Responsible for relationships with other parties regarding
- facility maintenance and improvements.
- Responsible for before & after school activities such as child care, athletics, clubs, and ride
- programs.
- Works with Headmaster to meet applicable state, federal, and local laws & regulations.
- Works with Headmaster to implement school policies.
- Other responsibilities as delegated by the Headmaster.

Minimum Job Requirements

- Bachelor's degree or equivalent combination of education and experience.
- Experience in implementing organizational budgets & financial administration.
- Experience in facility management.
- Computer literacy.



Teacher's Aide

Primary Function

Supports the delivery of the educational program in the classroom. May supplement the educational program by delivering specialized skills and knowledge to the students. Reports to the School's Headmaster.

Major Duties and Responsibilities

- Supports & supplements delivery of the educational program in the classroom.
- Works closely with teachers to effectively integrate subjects and methods with the teachers' overall instructional plans.

While the duties and responsibilities of the teacher's aide can include the following, any specific teacher's aide may have responsibilities focused on only some of the following.

- Delivers specialized skills to students (examples could include specific subject areas such as reading or math).
- Researches and gathers resources and materials needed for lesson units.
- Coordinates classroom volunteer activities. Effectively interacts with parents to improve delivery of the educational program.
- Mentors other teachers and teacher's aides in areas of own knowledge.

All teacher's aides are expected to:

- Contribute to the quality and continuous improvement of the classroom learning environment.
- Support teaching methods & content aligned with the philosophy of the School.
- Teach the values of a democratic society in an appropriate and sanctioned manner.
- Develop students' skills of learning and habits of mind in a manner consistent with the charter of the School.
- Work effectively with peers & other staff as a team to improve the students' education.
- Innovate to improve methods and materials in the classroom.

Minimum Job Requirements

- Demonstrated competence in a relevant discipline.
- Ability to support effective instructional delivery.



Employment Policies

Whether you are a new hire or a former employee returning to the School, you may feel a little strange in your new surroundings. This is a normal feeling and is expected. Your fellow employees, especially your manager, want to help you get off to a good start. Feel free to ask them for help concerning anything you don't understand.

One of the first things you should do is carefully read this Manual. It is designed to answer many of your questions about the practices and policies of the School, what you can expect from the School, and what the School expects from you.

Advertisement of Employment Opportunities

Open employment positions at the School will be advertised in accordance with EEOC and Poudre School District policy.

Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

At Will Employment

All employment and compensation with the School is "at will" which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either the BOD or yourself, except as otherwise provided by law.

Bonding Requirement

Under certain circumstances, the School may require that you be bonded. It is your responsibility to assure that you are bondable. The School will pay the cost of bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or dismissal.

Business Hours

Our regular operating hours are 8 A.M. to 5 P.M. Monday through Friday.

Your particular hours of work and the scheduling of your lunch period will be determined and assigned by the Headmaster. Most employees are assigned to work a forty (40) hour work week.

Fingerprinting and Background Investigation

All employees are required to fill out an oath form providing information on criminal history, fingerprints and have an FBI and CBI fingerprint record check done. Fees for this process will be shared between the employee and the School. The oath form must be submitted at the time of application for employment.



The fingerprints must be submitted prior to the first day of employment. These requirements are mandated by state law.

Community Relations

The success of the School depends upon the quality of the relationships between the School, our employees, our parents, our students and the general public. In a sense, regardless of your position, you are the School's ambassador. The more goodwill you promote, the more our school community will respect and appreciate you and the School.

Here are several things you can do to help give customers a good impression of the School:

1. Act competently and deal with individuals in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on questions promptly, provide professional replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These are the building blocks for your and the School's continued success. Thank you for adding your support.

Driver's License & Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to the School from time to time. Any changes in your driving record must be reported to the School immediately. Failure to do so may result in disciplinary action, including possible dismissal.

Employment Application

Individuals interested in employment at the School will apply directly to the Headmaster.

Equal Employment Opportunity

The School does not discriminate in employment and opportunity because of race, color, religion, creed, national origin, ancestry, disability, sex or age. The BOD has issued the following policy stating the School's views in this matter:

It is the policy of the School:

that no one will be denied opportunities or benefits on the basis of age, sex, color, race, creed, national origin, religion, marital status, veteran or draft status, or disability that does not prohibit performance of essential job functions.



to comply with all the relevant and applicable provisions of the Americans with Disabilities Act ("ADA").

to achieve understanding and acceptance of the School's policy on Equal Employment Opportunity by all employees and by the communities in which the School operates;

to thoroughly investigate instances of alleged discrimination and take corrective action if warranted;

to be continually alert to identify and correct any practices by individuals that are at variance with the intent of the Equal Employment Opportunity Policy.

The School reaffirms this policy and calls upon all personnel to effectively pursue the policy as stated.

Please check the employee information bulletin board for all related equal opportunity and job announcements.

Harassment/Discriminatory Behavior

Harassment and/or discriminatory behavior is not tolerated at the School and will be handled in accordance with PSD policy. This policy is included below for completeness.

The BOD affirms the right of all students and staff regardless of race, color, religion, national origin, sex, age, or disability to be treated with respect and to be protected from intimidation, discrimination, physical harm, and/or harassment.

Harassment/discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name-calling, physical conduct, or other expressive behavior directed at an individual or group that demeans the ethnicity, race, culture, religion, national origin, gender, or handicapping disability of the individual or individuals or creates an intimidating, hostile, or demeaning environment for education.

Individuals or groups are in violation of this policy if on school grounds, at school-sanctioned activities, or in vehicles dispatched by the School they:

1. Make demeaning remarks directly or indirectly such as name-calling, racial slurs or "jokes," or physically threaten or harm an individual on the basis of ethnicity, race, culture, religion, national origin, gender, or handicapping disability.
2. Display visual or written material or deface school property or materials to demean the ethnicity, race, culture, religion, national origin, gender, or handicapping disability of an individual or group.
3. Threaten to or actually damage, deface or destroy private property of any person because of a person's ethnicity, race, culture, religion, national origin, gender, or handicapping disability.



Students who believe that they have been the subject of harassment/discriminatory behavior are strongly encouraged to report the incident immediately to the Headmaster or designee. Confidentiality regarding all reports shall be maintained whenever possible. Reports about harassment/discriminatory behavior shall be investigated immediately by the Headmaster or designee.

Staff members who believe that they have been the subject of harassment/discriminatory behavior or who have witnessed harassment/discriminatory behavior shall report the incident immediately to a supervisor, Headmaster, or designee. Confidentiality regarding all reports shall be maintained whenever possible. (It is recognized that administrators and staff have a greater role in implementing this policy and eliminating harassment.) Reports about harassment or discriminatory behavior shall be investigated immediately by the supervisor, Headmaster, or designee.

Any student who violates this policy by engaging in conduct defined above that directly or indirectly causes intimidation, harassment, or physical harm to another student or staff member shall be required to attend a meeting with his parent/guardian and the Headmaster or designee. The student shall be subject to appropriate disciplinary action including suspension or expulsion as outlined in BOD policy.

Any staff member who violates this policy by engaging in conduct defined above that directly or indirectly causes intimidation, harassment, or physical harm to another staff member or student shall be subject to appropriate disciplinary action. This action may range from a verbal reprimand up to and including termination.

Sexual Harassment

Sexual harassment is not tolerated at the School and will be handled in accordance with Poudre School District's policy. This policy is included below for completeness.

The School shall maintain a working environment free from sexual harassment and shall insist that all employees be treated with dignity, respect, and courtesy. Harassment on the basis of sex is a violation of federal law. In addition to being illegal, sexual harassment shall be considered a breach of professional conduct.

Any conduct or communication which constitutes sexual harassment is strictly prohibited. Any employee guilty of such conduct shall be disciplined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and any other conduct of a sexual nature whereby:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, including decisions to hire or terminate, promote or demote, or grant or deny privileges or benefits.



3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.

Prohibited conduct shall include but not be limited to:

1. Repeated, offensive sexual flirtations, advances, or propositions, verbal "kidding," abuse, or harassment;
2. Continued or repeated verbal remarks of a sexual or demeaning nature;
3. Graphic verbal commentaries about an individual's body;
4. Sexually degrading words used to describe an individual;
5. Displays of sexually suggestive objects or pictures;
6. Sexually explicit language or jokes.
7. Pressure for sexual activity.
8. Unwelcome touching of any kind.
9. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, employment status, or similar personal concerns.

Staff members may file a formal grievance of sexual harassment through use of the School grievance procedure available in personnel services. Students may file a formal grievance of sexual harassment through the school Headmaster.

All matters involving sexual harassment complaints shall remain confidential to the extent possible.

Filing of a grievance or otherwise reporting sexual harassment shall not reflect upon the individual's status or affect future employment or work assignments.

1. The School strongly encourages employees who believe they have been sexually harassed to report such incident using this procedure. All employees, including those who file complaints, as well as those accused but found to be innocent, will be afforded protection from retaliation within the work environment.
2. Employees believing that they have been sexually harassed should immediately report such incident to the Headmaster. If the Headmaster is the alleged cause of the problem or seems unwilling to resolve the issue, the employee should contact the chairman of the BOD.



3. Every reported incident of sexual harassment will be thoroughly and promptly investigated by the Headmaster with the cooperation of the employee. The Headmaster and all employees involved in the investigation will respect the confidences and sensitivities of all persons involved in the incident.
4. If, after investigation, the Headmaster determines that the charges of sexual harassment are substantiated, appropriate disciplinary actions will be taken. The disciplinary action may include, but is not limited to, verbal warnings, transfers, demotions, or terminations.
5. The Headmaster will promptly communicate to the employees involved the results of the investigation.
6. If the employee filing the complaint or the accused employee disagrees with the results of the investigation, an appeal may be made to the BOD within five days of notification of the results. After considering the employee's appeal, the BOD will render the final decision regarding the incident.

Health Examinations

The School reserves the right to require an employee to participate in a health examination to determine the employee's fitness to perform his/her essential job functions. All such health exams shall be paid for by the School.

Outside Employment

What you do on your free time is your own business. However, if you are employed by the School in a full-time position, the School will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at the School.

If you are thinking of taking a second job, notify your manager immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at the School nor pose a conflict of interest. An example of work that would constitute a conflict of interest would be tutoring students of the School for a fee.

Proof of U.S. Citizenship and/or Right to Work

Federal regulations require that 1) before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and 2) all applicants who are hired need to present documents of identity and eligibility to work in the U. S.

Security Checks

The School may exercise its right to inspect all packages and parcels entering and leaving our premises.

Selection Process



A selection committee, appointed by the BOD and including the Headmaster, is responsible for reviewing written applications, and conducting personal interviews and reference checks of applicants. After all available information is carefully considered and evaluated, the selection committee recommends individuals for hire to the BOD. Offers of employment are made upon approval of the BOD.

This careful selection process helps the School to find and employ qualified people who understand and support our educational philosophies described in our Charter; people who want to do a job well and who can carry on their work with skill and ability; and people who are comfortable with the School and who can work well with our team.



Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at the School, we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained.

By accepting employment with us, you have a responsibility to the School and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of the School. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your supervisor for an explanation.

Occurrences of any of the following violations or activities, as well as violations of any the School rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will".

- Willful violation of any school rule; any deliberate action that is extreme in nature and is obviously detrimental to the School.
- Willful violation of security or safety rules or failure to observe safety rules or the School safety practices; failure to wear required safety equipment; tampering with the School equipment or safety equipment.
- Negligence or any careless action which endangers the life or safety of another person.
- Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on school premises except medications prescribed by a physician which do not impair work performance.
- Unauthorized possession of dangerous or illegal firearms, weapons or explosives on school property or while on duty.
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on school premises or when representing the School; fighting, or horseplay or provoking a fight on school property, or negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
- Threatening, intimidating or coercing fellow employees on or off the premises - at any time, for any purpose.



- Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of school property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
- Theft of school property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from management; unauthorized use of school equipment or property for personal reasons; using school equipment for profit.
- Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the School; alteration of school records or other school documents.
- Violating the non-disclosure agreement; giving confidential or proprietary information to competitors or other organizations or to unauthorized employees; working for a competing business while a Liberty Common School employee; breach of confidentiality of personnel information.
- Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- Immoral conduct or indecency on school property.
- Conducting a lottery or gambling on school premises
- Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your manager; mistakes due to carelessness or failure to get necessary instructions.
- Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
- Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
- Sleeping on the job; loitering or loafing during working hours.
- Excessive use of school telephone for personal calls.
- Leaving your work station during your work hours without the permission of your supervisor, except to use the rest room.
- Smoking in restricted areas or at non-designated times, as specified by school rules.
- Creating or contributing to unsanitary conditions.
- Posting, removing or altering notices on any bulletin board on school property without permission of an officer of the School.
- Failure to report an absence or late arrival; excessive absence or lateness.
- Buying school merchandise for resale.
- Obscene or abusive language toward any supervisor, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on school premises.
- Failure to immediately report damage to, or an accident involving school equipment.
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on school premises.
- Failure to maintain a neat and clean appearance in terms of the standards established by the School; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.



- Eating food and beverages in undesignated areas

* Failure to use your timecard; alteration of your own timecard or records or attendance documents; punching or altering another employee's timecard or records, or causing someone to alter your timecard or records.



Disciplinary Actions

Any unacceptable behavior may lead to immediate dismissal.

Dismissal

Employment and compensation with the School is "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either the School or yourself, except as otherwise provided by law.

If your performance is unsatisfactory due to lack of ability, failure to abide by the School's rules or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory improvement does not occur, you may be dismissed. Some situations may result in immediate dismissal.

3 Compensation & Performance

Wage & Salary Policies

It is the School's desire to pay wages and salaries that are competitive with other public schools in a way that will be motivational, fair and equitable, variable with individual and school performance and in compliance with all applicable statutory requirements.

You are employed by the School. No person may be paid directly out of petty cash or any other such fund for work performed. The only exception to this policy is where a contract relationship exists with a bona fide contractor.

Application

The School applies the same principles of fairness and external comparability to all employees.

Basis for Determining Pay

Your pay is influenced by four factors:

1. The nature and scope of the job
2. What other employers pay their employees for comparable jobs
3. Individual performance
4. School budget/fiscal status



Job Scope

Through a process called job evaluation, the scope, responsibility, impact and required skills and abilities of each job at the School are compared. The result is a relative ranking of all jobs, from high to low. Job evaluation is independent of any employee or his performance.

External Comparability

Once jobs are ranked, jobs are compared with external market data. Each job is assigned a range of pay, including a minimum and a maximum. Periodically the School will examine the market conditions to ensure ongoing comparability. Changes in pay ranges will be made as needed and as the School can afford, to maintain market comparability.

Individual Pay

An individual's pay within this range will depend on his/her sustained performance over time. Each year every employee will have a performance review with his/her manager or supervisor. During that review, significant performance events that occurred throughout the year will be discussed.

The overall performance rating will influence the wage/salary adjustment. Through individual performance and by increasing job responsibilities, you may have significant impact on your pay. The ability of the School to grant salary increases is dependent on the state of the School's budget. Salary increases may be granted as the BOD deems funds are available.

Payroll

Employees of the School will be paid through the payroll department of Poudre School District using its procedures to record employee work hours, compute pay, deduct federal, state and local income taxes, and make other adjustments as contained in applicable Poudre School District policies.

Pay Period & Hours

Our payroll work week will be in accordance with Poudre School District Policy.

Termination & Severance Pay

The School hopes and expects that you will give at least two weeks notice in the event you intend to leave our employ. Any accrued but unused leave time will be paid in accordance with Poudre School District policy.

Time Cards/Records

By law, we are obligated to keep accurate records of the time worked by "non-exempt" employees.

This is done by either time clock cards or other written documentation.



Your time card is the only way the payroll department knows how many hours you worked and how much to pay you. Your time card indicates when you arrived and when you departed. All employees are required to keep the office advised of their departures from and returns to the premises during the work day.

You are responsible for your time card. Remember to record your time. If you make an error on your card, your supervisor must make the correction and you and your supervisor must initial the correction. Non-exempt employees are not permitted to work beyond their scheduled, paid work hours without pre-approval from their supervisor.

No one may record hours worked on another's card. Tampering with another's time card is cause for disciplinary action, including possible dismissal, of both employees. Do not alter another person's record, or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter to your manager immediately.

Performance & Compensation Reviews

Performance Reviews

Your supervisor is continuously evaluating your job performance. Day-to-day interaction between you and your supervisor should give you a sense of how your supervisor perceives your performance.

However, to avoid haphazard or incomplete evaluations, the School conducts a formal review at least once a year for each employee.

During formal performance reviews, your supervisor will consider the following things, among others:

- Attendance, initiative and effort
- Knowledge of your work
- Attitude and willingness to help and learn
- The quality of your work
- The conditions under which you work

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and to document how your job performance compares to the goals and description of your job. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals - perhaps he or she can recommend further training or additional opportunities for you.

In addition to individual job performance reviews, the School may periodically conduct a review of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and that such changes are recognized and adequately compensated.



Evaluation Criteria

Employee performance reviews are part of a comprehensive performance management process for which both the employee and his/her manager are responsible. Below is an *example* of the evaluation criteria for a teacher at the School.

Prior to the start of the school year, the Headmaster and teacher will meet to discuss performance expectations. The Headmaster will explain the purpose and importance of each expectation. He/She should gain the teacher's commitment by seeking and developing ideas of the teacher. Teachers are encouraged to make suggestions and recommendations so that they fully agree to the performance expectations. Throughout the year, performance is managed through regular tracking, follow-up, coaching and reinforcing expectations. At the end of the year the Headmaster will provide the teacher with a written performance appraisal and the two will discuss future development planning.

Quantitative Objectives

Excellence in Education: Excellence in education means raising academic standards and success of students to the levels offered by the best examples.

- Goal: 1) 80% mean classroom attainment level for criterion referenced core knowledge tests.
2) 7% annual increase in mean ITBS scores of new students

Fairness in Education: Fairness in education means providing equality to those of differing backgrounds. This is demonstrated by reducing the standard deviation in student achievement.

- Goal: 1) 10% annual decrease in the classroom dynamic range of criterion referenced core knowledge tests.
2) 10% annual decrease in the classroom dynamic range of ITBS scores for new students

Material Delivery: Material delivery focuses on the information delivered to the students. It can be measured through check-off systems, curriculum maps, direct observation, as well as student assessment.

- Goal: 1) Cover 100% of the material prescribed by the Core Knowledge Sequence
2) Cover 100% of supplemental curriculum as required to meet district and state standards

Professional Development: Professional development requires that teachers stay abreast of current issues in education and participate in activities that promote individual professional growth. It can be measured through completion of specific tasks as agreed upon by the Headmaster and individual teachers. Examples include: attending the Core Knowledge Conference, reading specified and non-specified books on education and education reform, participating in relevant professional seminars (e.g. phonics training), presenting aspects of the charter school at community and/or professional forums, etc.

Qualitative Objectives



Pedagogy: Pedagogy is the art of teaching, intended here as the art of developing each student to their fullest academic potential. The Headmaster must evaluate whether or not the teacher:

- makes efforts to meet each child's academic needs
- explains what is expected of a successful student consistent with the mission of the School
- stimulates the natural curiosity of students
- develops the skills of learning and habits of mind consistent with the charter of the School
- initiates and participates in academic guidance and counseling programs for students as needed fosters interdisciplinary awareness

Instruction: Instruction focuses on the aspects of effective delivery of the curriculum. The Headmaster must evaluate whether or not the teacher:

- delivers the curriculum in an academically sound manner that is integrated with the instruction provided by non-classroom teachers (e.g., music, art)
- adopts teaching methods consistent with the philosophy of the School
- teaches the values of a democratic society in an appropriate and sanctioned manner
- interacts with parents to improve the delivery of the educational program
- oversees proper delivery of educational program by teacher's aides

Resource Development: Resource development focuses on the teacher's effort to maximize the material resources of the School for effective delivery of the educational program. The Headmaster must evaluate whether or not the teacher:

- shares innovations that improve teaching methods and materials in the classroom
- utilizes the innovations of other teachers from within and outside the School as appropriate
- participates in the development of lesson plans, curriculum maps, and general proficiency tests
- efficiently utilizes the resource gathering efforts of the curriculum committee through regular and clear communication of needs
- contributes to in-depth textbook and purchased materials critique and selection

The Headmaster may select additional objectives according to each teacher's strengths, weaknesses, and experience to provide for personalized professional growth. Examples are:

Mentoring
Teamwork

Organization
Communication

Professionalism
Classroom Management

Compensation Reviews

Wage and salary increases are based on merit, not length-of-service or the cost-of-living. Having your compensation reviewed does not necessarily mean that you will be given an increase.

the School conducts compensation reviews annually on or about each employee's anniversary date, following their annual performance review. Any wage or salary increases will appear in the pay period ending after the dates they are granted. Wage and salary increases may be retroactive, at the discretion of the BOD.

Work Schedule



The normal work week consists of five (5) days, eight (8) hours long, Monday through Friday. Your schedule of daily work hours will be given to you by your supervisor. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your manager.

Absence or Lateness

From time to time, it may be necessary for you to be absent from work. The School is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Leave time has been provided for this purpose.

If you are unable to report to work, or if you will arrive late, please contact your supervisor immediately. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. He or she will determine when will be the most suitable time for you to be absent from your work.

When you call in to inform the School of an unexpected absence or late arrival, ask for your supervisor directly. For late arrivals, please indicate when you expect to arrive for work. Notifying the switchboard operator or a fellow-employee is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If your supervisor is not available when you call, you may leave the information with another supervisor.

Unauthorized absence from work without notifying your supervisor or the school administrator may be considered a voluntary resignation.

Attendance

You are expected to be at your work station and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work station until the end of your assigned work hours, except for approved breaks and lunch. When your work takes you away from your work station, please let your supervisor know where you are going and how long you expect to be gone.

Be aware that excessive time off could lead to disciplinary action.

Excessive Absenteeism or Lateness

In general, five (5) absences in a 90-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to the School as an absence. Three (3) such incidents in a 90-day period will be considered a "tardiness pattern" and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including possible dismissal.



Record of Absence or Lateness

If you are absent because of illness or if there is a pattern of frequent absences, your supervisor may require that you submit written documentation from your doctor. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation.

Your supervisor will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs, etc.

4 Benefits

The Benefits Package

Employees of the School shall be entitled to receive all voluntary and required fringe benefits, including but not limited to health, dental, and life insurance, as provided by Poudre School District in accordance with Poudre School District policies and eligibility guidelines. These benefits will be purchased by the School and administered through Poudre School District.

Workers' Compensation

Workers' Compensation will be handled in accordance with Poudre School District policy. The policy is included here for completeness.

The School is self-funded for workers' compensation.. If you are injured on the job, you must notify your supervisor within four working days of the accident. It is your responsibility to complete your portion of the District's "Employee's Report of a Work-Related Injury" form provided by your supervisor. This form must be completed regardless of whether or not you require medical attention.

Workers' compensation only covers work-related injuries sustained in the performance of your job. If you require medical attention, you must be treated by the District's designated physician to be eligible for benefits. The District's designed physician is:

Walk-In/Urgent Care:

7 days/week, 24 hours/day
Convenient Care/Emergency Department
Poudre Valley Hospital - south side
1024 South Lemay
Fort Collins, CO 80524

OHS Appointments/Testing:

8:00 a.m. - 5:00 p.m. Monday-Friday
OHS Clinic is located in the Health
Promotion Center, 1045 Garfield St.,
just west of Poudre Valley Hospital
Appointments: 495-8450
After Hours: 495-8000



If you seek medical treatment other than the designed physician for your work-related injury, the costs of that treatment may not be covered by workers' compensation, and you may be required to pay for those expenses. Please contact the District's risk manager at 490-3501, if you have specific questions about workers' compensation.



Unemployment Compensation

Unemployment Compensation will be handled in accordance with Poudre School District policy.

The District is self-funded for unemployment. If you lose your job through no fault of your own, and meet the terms and conditions of the Colorado Employment Security Act, you may be entitled to unemployment insurance.

It is your responsibility to file with the Colorado Department of Labor and Employment if you believe that you qualify for unemployment insurance. To file an unemployment claim, call 1-800-388-5515. To receive information on unemployment, call 1-800-999-9933.

PERA

All employees of the School shall be members of the Public Employee's Retirement Association and subject to its requirements. The School shall be responsible for the cost of Poudre School District's employer's share for any contributions for employees of the School. Contributions to PERA will be made in accordance with Poudre School District policy and PERA guidelines.

5 Other Policies

Exit Interviews

In instances where an employee voluntarily leaves our employ, Liberty Common School management would like to discuss your reasons for leaving and any other impressions that you may have about the School. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us part friends, as well as provide insights into possible improvements we can make.

Expense Reimbursement

You must have your supervisor's written authorization (requisition/purchase order, etc.) prior to incurring an expense on behalf of the School. To be reimbursed for all authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your supervisor. Please submit your expense report/voucher, as you incur authorized reimbursable expenses.

If you are asked to conduct school business using your personal vehicle, you will be reimbursed at the rate in accordance with Poudre School District policy. Please submit this expense on your expense report/voucher.

Grievances



Our goal is to maintain a comfortable working environment for everybody. We do this in several ways, among them are:

By treating each of you as an individual and encouraging your maximum development;

By recognizing that each of you is essential to the success and growth of the School; and

By maintaining direct communications with all of our employees and ensuring that each and every one of you can speak directly and openly with our management team.

We believe that this type of communication, without interference from any outside party, is best for all concerned. Therefore, when you wish to express your problems, opinions, or suggestions, you will always find an open door and an attentive ear.

As time goes by and the School grows, we will continue to listen and respond to your questions and comments.

Resolving Problems - Grievance Procedure

Whenever you have a problem or complaint, we expect you to speak up and communicate directly with us. You can take the following steps:

1. First, talk to your immediate supervisor. Your supervisor is most familiar with you and your job and is, therefore, in the best position to assist you. Your supervisor works closely with you, and is interested in seeing that you are treated fairly and properly.
2. If your supervisor cannot help you resolve the matter, you can speak to Headmaster who will give your problem or complaint prompt consideration.
3. If the Headmaster feels that the situation warrants further review, he/she will ask the BOD for assistance. The BOD has the final authority on deciding grievances.

Remember - it is always best to resolve problems right away. Little problems tend to turn into big problems; facts become confused; resentment and anger builds up. It is always best to get things off your chest before they get out of hand.

Open Door Policy & Counseling

If a problem or complaint is of a personal nature, or a very delicate matter, you may meet first with any member of the School, including the BOD, to discuss it. They will decide if you should first discuss the problem with your immediate supervisor. If so, you will be directed to use the Grievance Procedure. If the complaint, suggestion, or question is of such a nature that resolution would be hampered by the Grievance Procedure, the management person you contact will take the appropriate action.

Inspection of Packages



The School reserves the right to inspect all packages or closed containers brought into or taken out of the work area.



Promotion Policy

It is our policy to advise all employees about advancement opportunities by means of bulletin boards or other suitable methods. Please submit your request for consideration for a specific position directly to your supervisor.

Whenever a position becomes available, strong consideration will be given to promoting a qualified employee. Jobs will be awarded based on individual ability and past job performance. By utilizing all opportunities for education and performing your job excellently, you may become qualified to fill a position of greater skill, responsibility and value at the School. The School will always continue to look outside the School for potential employees as well.

Resignation

While we hope both you and the School will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with the School. If you anticipate having to resign your position with the School, you are expected to notify your supervisor at least two (2) weeks in advance of the date that you must leave.

Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Liberty Common School activities. We want to protect you against injury and illness, as well as minimize the potential loss of production.

Please report all injuries (no matter how slight) to your manager immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your manager or department head may post other safety procedures in your department or work area:

Avoid overloading electrical outlets with too many appliances or machines.

Use flammable items, such as cleaning fluids, with caution.

Walk - don't run.

Use stairs one at a time.

Report to your supervisor if you or a co-worker becomes ill or is injured.

Ask for assistance when lifting heavy objects or moving heavy furniture.

Smoke only in designated smoking areas.

Keep cabinet doors and file and desk drawers closed when not in use.



Never empty an ash tray into a waste basket or open receptacle.

Sit firmly and squarely in chairs that roll or tilt.

Wear or use appropriate safety equipment as required in your work.

Avoid "horseplay" or practical jokes.

Start work on any machine only after safety procedures and requirements have been explained (and you understand them).

Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats, hearing protectors, etc., in designated areas or when working on an operation which requires their use.

Keep your work area clean and orderly, and the aisles clear.

Stack materials only to safe heights.

Watch out for the safety of fellow employees.

Use the right tool for the job, and use it correctly.

Wear gloves whenever handling castings, scrap, barrels, etc.

Operate motorized equipment only if authorized by your immediate manager. All operators must be licensed by the School.

Remember, failure to adhere to these rules may be considered serious infractions of safety rules and will result in disciplinary actions.

Security

Maintaining the security of Liberty Common School buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.

Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.

When you leave the School's premises make sure that all entrances are properly locked and secured.

Drug Free Workplace



The School is a drug free workplace. Drug and alcohol use by staff members will be handled in accordance with Poudre School District's policy. The policy is included below for completeness.

DRUG AND ALCOHOL USE BY STAFF MEMBERS

No employee of The School shall unlawfully manufacture, distribute, dispense, possess, or use a controlled substance as identified in state or federal law.

Observance of this policy is a condition of employment. A violation shall subject the employee to appropriate disciplinary action which may include termination in accordance with applicable BOD policies.

The Headmaster shall establish an awareness program to inform employees about:

1. The dangers of drug abuse;
2. The BOD's policy of maintaining a drug-free workplace;
3. Drug counseling and rehabilitation programs available in the community; and
4. Penalties that may be imposed upon employees for drug-use violations occurring in the workplace.

The School shall communicate this policy and related information to all employees on an annual basis, and each employee shall confirm receipt of this policy by signing a written acknowledgment.

Disciplinary action shall be taken in accordance with applicable BOD policies.

Any employee who is chemically dependent shall be encouraged to participate in a drug-abuse assistance or rehabilitation program at his own expense pursuant to BOD policy. Voluntary participation in and successful completion of a drug-abuse assistance or rehabilitation program shall be considered as a mitigating circumstance should the employee be subject to disciplinary action.

Pursuant to law, any employee who is convicted or pleads "nolo contendere" under any criminal drug statute for a violation occurring in the workplace shall notify the Headmaster no later than five days after the conviction. The School has an obligation under federal law to notify the appropriate federal agency within 10 days after receiving notice of such conviction if there is a relationship between federal funds received by the District and the convicted employee's work site.



EMPLOYEE ACKNOWLEDGMENT FORM

POUDRE SCHOOL DISTRICT

No employee of Poudre School District shall unlawfully distribute, dispense, possess, or use a controlled substance (illicit drugs and alcohol) as defined by the Controlled Substance Act, 21 U.S.C. 812, and by the Colorado Controlled Substance Act, C.R.S. 12-22-301, et. al., on school premises or as a part of any school's activities.

Observance of this policy is a condition of employment. An employee who violates this policy shall be subject to disciplinary action, including possible termination, in accordance with applicable BOD policies.

Any employee who is chemically dependent is encouraged to participate in a drug-abuse assistance or rehabilitation program at his or her own expense pursuant to PSD Board of Education policy GBEC. Voluntary participation in and successful completion of a drug-abuse assistance or rehabilitation program shall be considered as a mitigating circumstance should the employee be subject to disciplinary action.

1. I agree to abide by the terms of this policy; and
2. I agree to notify my supervisor if I am convicted of violating a criminal drug statute in the workplace no later than five days after the date of such conviction.

Employee Signature

Date

Revised: October 1, 1996



Suggestions

We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your supervisor, who will welcome your suggestions and ideas.

Remember, there may be areas in the School's operation that can be improved. These could be in teaching methods, equipment, communications, safety, ways to reduce costs and/or waste, or other improvements for which you may see a need. Please give us the benefit of your unique experience and thoughts. Also, make sure to document your innovations and money-saving efforts and have them placed in your personnel file (include dates, detailed descriptions of your contributions, estimates from the accounting department regarding cost savings or profits generated, etc.) - these may favorably affect your wage, salary or promotion reviews.

We encourage all employees to bring forward their suggestions and good ideas about how our school can be improved and enhanced. When you see an opportunity for improvement, please talk it over with your immediate manager. He or she can help you bring our idea to the attention of the people in the School who will be responsible for possibly implementing it.

Violations of Policies

You are expected to abide by the policies in this Manual. Failure to do so may lead to appropriate disciplinary action.

A partial list of causes for possible disciplinary action ("Unacceptable Activities") is presented under "Standards of Conduct" in the "Employment" section of this Manual. This list is not to be considered all-inclusive.



Appendix F

I. LETTER OF SUPPORT FROM E. D. HIRSCH, JR.



Appendix G

I. ENROLLMENT PROJECTIONS

The Liberty Common School 5 Year Enrollment Projections

<u>Grades</u>	<u>1997-98</u>			<u>1998-99</u>		
	<u>Sections</u>	<u>Pupils/Class</u>	<u>Totals</u>	<u>Sections</u>	<u>Pupils/Class</u>	<u>Totals</u>
Kindergarten	2	28	56	2	28	56
1st Grade	2	28	56	2	28	56
2nd Grade	2	28	56	2	28	56
3rd Grade	2	28	56	2	28	56
4th Grade	2	28	56	2	28	56
5th Grade	2	28	56	2	28	56
6th Grade	2	28	56	2	28	56
7th Grade	1	28	28	2	28	56
8th Grade	0	28	0	1	28	28
9th Grade	0	28	0	0	28	0
	14		420	16		476

PSD Students
392

PSD Students
448

<u>Grades</u>	<u>1999-00</u>			<u>2000-01</u>		
	<u>Sections</u>	<u>Pupils/Class</u>	<u>Totals</u>	<u>Sections</u>	<u>Pupils/Class</u>	<u>Totals</u>
Kindergarten	2	28	56	2	28	56
1st Grade	2	28	56	2	28	56
2nd Grade	2	28	56	2	28	56
3rd Grade	2	28	56	2	28	56
4th Grade	2	28	56	2	28	56
5th Grade	2	28	56	2	28	56
6th Grade	2	28	56	2	28	56
7th Grade	2	28	56	2	28	56
8th Grade	2	28	56	2	28	56
9th Grade	1	28	28	2	28	56
	18		532	19		560

PSD Students
504

PSD Students
532

<u>Grades</u>	<u>2001-02</u>		
	<u>Sections</u>	<u>Pupils/Class</u>	<u>Totals</u>
Kindergarten	2	28	56
1st Grade	2	28	56
2nd Grade	2	28	56
3rd Grade	2	28	56
4th Grade	2	28	56
5th Grade	2	28	56
6th Grade	2	28	56
7th Grade	2	28	56
8th Grade	2	28	56
9th Grade	2	28	56
	19		560

PSD Students
532



Appendix H

I. PROPOSED BUDGET (1997 - 1998 SCHOOL YEAR)



**The Liberty Common School
Proposed Budget for 1997 - 1998 School Year**

<u>Net Revenue Per Student</u>	<u>PSD Students</u>	
\$4,504.00	392	
	1997-98	%
REVENUE		
TOTAL NET REVENUES	\$1,765,568	100.00%
EXPENDITURES		
Salaries:		
Headmaster	\$60,000	3.40%
Business Manager	\$40,000	2.27%
Admin Support	\$20,000	1.13%
Teachers	\$392,000	22.20%
Teaching Assistants	\$48,000	2.72%
Science Specialist	\$40,000	2.27%
Special Teachers (Art, Music, PE)	\$42,000	2.38%
Substitutes	\$7,440	0.42%
Performance Bonuses	\$20,000	1.13%
Benefits	\$120,696	6.84%
Total Salaries	\$790,136	44.75%
Purchased Services:		
Mileage/Travel	\$3,000	0.17%
Employee Training	\$10,000	0.57%
Printing	\$20,000	1.13%
Library	\$8,000	0.45%
Maint./Equip. Repair	\$5,000	0.28%
Telephone	\$8,000	0.45%
Postage	\$2,000	0.11%
Total Purchased Services	\$56,000	3.17%
Purchased District Services:		
Purchased District Services	\$247,352	14.01%
Total Purchased District Services	\$247,352	14.01%
Supplies/Materials:		
Office Supplies	\$5,000	0.28%
Clinic	\$500	0.03%
Instructional	\$100,000	5.66%
Science Supplies	\$20,000	1.13%
Testing	\$3,000	0.17%
Contingency	\$70,000	3.96%
Total Supplies	\$198,500	11.24%
Capital Outlay:		
Office Equipment	\$15,000	0.85%
Instructional Equipment	\$5,000	0.28%
Remodel Costs	\$60,000	3.40%
Total Capital Outlay	\$80,000	4.53%
Facility Costs:		
Total Facilities	\$392,000	22.20%
Total Facility Costs	\$392,000	22.20%
PROGRAM TOTALS	\$1,763,988	99.91%
SURPLUS (DEFICIT)	\$1,580	0.09%



II. PROJECTED BUDGET (1998 - 1999 SCHOOL YEAR)

The Liberty Common School Proposed Budget for 1998 - 1999 School Year

	Net Revenue Per Student \$4,594.08	PSD Students 448
	1998-99	%
REVENUE		
TOTAL NET REVENUES	\$2,058,148	100.00%
EXPENDITURES		
Salaries:		
Headmaster	\$61,200	2.97%
Business Manager	\$40,800	1.98%
Admin Support	\$20,400	0.99%
Teachers	\$456,960	22.20%
Teaching Assistants	\$73,440	3.57%
Science Specialist	\$40,800	1.98%
Special Teachers (Art, Music, PE)	\$71,400	3.47%
Substitutes	\$9,058	0.44%
Performance Bonuses	\$20,400	0.99%
Benefits	\$143,820	6.99%
Total Salaries	\$938,278	45.59%
Purchased Services:		
Mileage/Travel	\$3,497	0.17%
Employee Training	\$11,657	0.57%
Printing	\$23,314	1.13%
Library	\$9,326	0.45%
Maint./Equip. Repair	\$5,829	0.28%
Telephone	\$9,326	0.45%
Postage	\$2,331	0.11%
Total Purchased Services	\$65,280	3.17%
Purchased District Services:		
Purchased District Services	\$288,342	14.01%
Total Purchased District Services	\$288,342	14.01%
Supplies/Materials:		
Office Supplies	\$5,829	0.28%
Clinic	\$583	0.03%
Instructional	\$116,571	5.66%
Testing	\$3,497	0.17%
Contingency	\$81,600	3.96%
Total Supplies	\$208,080	10.11%
Capital Outlay:		
Office Equipment	\$17,486	0.85%
Instructional Equipment	\$5,829	0.28%
Remodel Costs	\$75,000	3.64%
Total Capital Outlay	\$98,314	4.78%
Facility Costs:		
Total Facilities	\$456,960	22.20%
Total Facility Costs	\$456,960	22.20%
PROGRAM TOTALS	PROGRAM TOTALS	\$2,055,254 99.86%
	SURPLUS (DEFICIT)	\$2,894 0.14%



III. PROJECTED BUDGET (1999 - 2000 SCHOOL YEAR)

The Liberty Common School
Proposed Budget for 1999-2000 School Year

	<u>Net Revenue Per Student</u>	<u>PSD Students</u>
	\$4,685.96	504
		<u>1999-2000</u> %
REVENUE		
TOTAL NET REVENUES		<u>\$2,361,725</u> 100.00%
EXPENDITURES		
Salaries:		
Headmaster		<u>\$62,424</u> 2.64%
Business Manager		\$41,616 1.76%
Admin Support		\$20,808 0.88%
Teachers		<u>\$524,362</u> 22.20%
Teaching Assistants		\$74,909 3.17%
Science Specialist		\$41,616 1.76%
Special Teachers (Art, Music, PE)		\$72,828 3.08%
Substitutes		\$10,238 0.43%
Performance Bonuses		\$20,808 0.88%
Benefits		<u>\$157,650</u> 6.68%
Total Salaries		<u>\$1,027,258</u> 43.50%
Purchased Services:		
Mileage/Travel		<u>\$4,013</u> 0.17%
Employee Training		\$13,377 0.57%
Printing		\$26,753 1.13%
Library		\$20,000 0.85%
Maint./Equip. Repair		\$6,688 0.28%
Telephone		\$10,701 0.45%
Postage		<u>\$2,675</u> 0.11%
Total Purchased Services		<u>\$84,208</u> 3.57%
Purchased District Services:		
Purchased District Services		<u>\$330,872</u> 14.01%
Total Purchased District Services		<u>\$330,872</u> 14.01%
Supplies/Materials:		
Office Supplies		<u>\$6,688</u> 0.28%
Clinic		\$669 0.03%
Instructional		\$133,766 5.66%
Testing		\$4,013 0.17%
Contingency		<u>\$93,636</u> 3.96%
Total Supplies		<u>\$238,772</u> 10.11%
Capital Outlay:		
Office Equipment		<u>\$20,065</u> 0.85%
Instructional Equipment		\$6,688 0.28%
Remodel Costs		<u>\$115,000</u> 4.87%
Total Capital Outlay		<u>\$141,753</u> 6.00%
Facility Costs:		
Total Facilities		<u>\$524,362</u> 22.20%
Total Facility Costs		<u>\$524,362</u> 22.20%
PROGRAM TOTALS	PROGRAM TOTALS	<u>\$2,347,224</u> 99.39%
	SURPLUS (DEFICIT)	<u>\$14,501</u> 0.61%



IV. PROJECTED BUDGET (2000 - 2001 SCHOOL YEAR)

The Liberty Common School Proposed Budget for 2000 - 2001 School Year

	<u>Net Revenue Per Student</u>	<u>PSD Students</u>
	\$4,779.68	532
		<u>2000-01</u> %
REVENUE		
TOTAL NET REVENUES		\$2,542,790 100.00%
EXPENDITURES		
Salaries:		
Headmaster		\$63,672 2.50%
Business Manager		\$42,448 1.67%
Admin Support		\$21,224 0.83%
Teachers		\$564,563 22.20%
Teaching Assistants		\$76,407 3.00%
Science Specialist		\$42,448 1.67%
Special Teachers (Art, Music, PE)		\$74,285 2.92%
Substitutes		\$10,952 0.43%
Performance Bonuses		\$21,224 0.83%
Benefits		\$166,389 6.54%
Total Salaries		\$1,083,612 42.62%
Purchased Services:		
Mileage/Travel		\$4,321 0.17%
Employee Training		\$14,402 0.57%
Printing		\$28,804 1.13%
Library		\$12,000 0.47%
Maint./Equip. Repair		\$7,201 0.28%
Telephone		\$11,522 0.45%
Postage		\$2,880 0.11%
Total Purchased Services		\$81,130 3.19%
Purchased District Services:		
Purchased District Services		\$356,239 14.01%
Total Purchased District Services		\$356,239 14.01%
Supplies/Materials:		
Office Supplies		\$7,201 0.28%
Clinic		\$720 0.03%
Instructional		\$144,021 5.66%
Testing		\$4,321 0.17%
Contingency		\$100,815 3.96%
Total Supplies		\$257,078 10.11%
Capital Outlay:		
Office Equipment		\$21,603 0.85%
Instructional Equipment		\$7,201 0.28%
Capital Acquisition		\$155,000
Total Capital Outlay		\$183,804 7.23%
Facility Costs:		
Total Facilities		\$564,563 22.20%
Total Facility Costs		\$564,563 22.20%
PROGRAM TOTALS	PROGRAM TOTALS	\$2,526,426 99.36%
	SURPLUS (DEFICIT)	\$16,364 0.64%



V. PROJECTED BUDGET (2001 - 2002 SCHOOL YEAR)

The Liberty Common School Proposed Budget for 2001 - 2002 School Year

	Net Revenue Per Student \$4,875.27	PSD Students 532
	2001-02	%
REVENUE		
TOTAL NET REVENUES	\$2,593,646	100.00%
EXPENDITURES		
Salaries:		
Headmaster	\$64,946	2.50%
Business Manager	\$43,297	1.67%
Admin Support	\$21,649	0.83%
Teachers	\$575,854	22.20%
Teaching Assistants	\$77,935	3.00%
Science Specialist	\$43,297	1.67%
Special Teachers (Art, Music, PE)	\$75,770	2.92%
Substitutes	\$11,171	0.43%
Performance Bonuses	\$21,649	0.83%
Benefits	\$169,717	6.54%
Total Salaries	\$1,105,284	42.62%
Purchased Services:		
Mileage/Travel	\$4,407	0.17%
Employee Training	\$14,690	0.57%
Printing	\$29,380	1.13%
Library	\$11,752	0.45%
Maint./Equip. Repair	\$7,345	0.28%
Telephone	\$11,752	0.45%
Postage	\$2,938	0.11%
Total Purchased Services	\$82,265	3.17%
Purchased District Services:		
Purchased District Services	\$363,364	14.01%
Total Purchased District Services	\$363,364	14.01%
Supplies/Materials:		
Office Supplies	\$7,345	0.28%
Clinic	\$735	0.03%
Instructional	\$146,902	5.66%
Testing	\$4,407	0.17%
Contingency	\$102,831	3.96%
Total Supplies	\$262,219	10.11%
Capital Outlay:		
Office Equipment	\$22,035	0.85%
Instructional Equipment	\$7,345	0.28%
Capital Acquisition	\$165,000	6.36%
Total Capital Outlay	\$194,380	7.49%
Facility Costs:		
Total Facilities	\$575,854	22.20%
Total Facility Costs	\$575,854	22.20%
PROGRAM TOTALS	PROGRAM TOTALS	\$2,583,367 99.60%
	SURPLUS (DEFICIT)	\$10,279 0.40%



Appendix I

I. LETTERS SUPPORTING 5 YEAR CHARTER



Appendix J

I. ARTICLES OF INCORPORATION OF CORE KNOWLEDGE CHARTER SCHOOL FOUNDATION



Appendix K

I. DISSOLUTION PLAN

PLAN TO DISBAND THE OPERATION OF THE SCHOOL

1. The disbanding of the School will be overseen by the following committee: legal counsel for the BOD, legal counsel for the Core Knowledge Charter School Foundation, and a representative of the District.
2. Generally the disbanding will be handled in accordance with the Model Business Corporation Act, specifically as it relates to liquidation and dissolution.
3. Personnel will be handled in accordance with the personnel policies of the charter application as approved by the School Board.
4. The exact specifics of this provision will be drawn prior to July 1, 1997 prior to the opening of the school in the Fall of 1997. The BOD accepts the responsibility for submitting this plan prior to that date. It is the specific desire of the BOD that the disbanding of the school if ever needed be guided with the interests of the donors to the school, the parents, taxpayers and school district. Those items in the school purchased with donated funds or contributed in kind will revert to the Core Knowledge Charter School Foundation. A complete inventory of equipment at the school will be kept and compiled by the independent auditors.



Appendix L

I. DRAFT CONTRACT



Charter School Contract

THIS CONTRACT, dated this _____ day of _____, 19____, is made and entered by and between the Poudre School District R-1 ("School District") and the **Board of Directors ("BOD") of the Liberty Common School("the School")**.

RECITALS

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

WHEREAS, on **October 1**, 19**96**, an Application (attached and incorporated as Exhibit **"A" ("Application")**) as submitted by citizens of the School District for formation of **Liberty Common School** as a charter school to operate within the School District; and

WHEREAS, the School District's Board of Education ("Board") has determined that the Application submitted to the School District for the formation of **the School** as a charter school complies with the purposes and requirements of the charter Schools Act; and

WHEREAS, the School District desires to approve the final Application; and



WHEREAS, the School seeks approval of its Application, as amended herein, subject to certain waivers from Board policy and/or state law; and

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

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

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

AGREEMENT

1. Mission Statement: The mission/vision statement set forth in ~~Section~~ Part I, Section (a) of the Application attached hereto is hereby accepted by the School District to the extent it is consistent with the principles of the General Assembly's declared purposes for enacting the Charter Schools Act as set forth in C.R.S. § 22-30.5-102(2) and (3).

2. Goals, Objectives, and Pupil Performance Standards: The goals, objectives, and pupil performance standards set forth in ~~Section~~ Part I, Section (b) of the Application are



hereby accepted by the School District and subject to the conditions set forth below:

a. Student Attendance, Conduct, and Discipline. Unless and until the School adopts its own set of written policies, as provided below, the School agrees that it shall comply with all Board-approved policies and regulations concerning student attendance, standards of conduct, and discipline.

(1) The School may adopt its own written attendance policy and shall be granted a waiver from the School District's policy, so long as the the School policy is in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

(2) The School may adopt its own set of written policies concerning student conduct, dress code, and student discipline and shall be granted a waiver from corresponding School District policies, as long as the developed policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student. **Pending adoption by the School of different policies for student conduct, dress code and/or discipline, the School hereby adopts the School District policies regarding such matters in the form and content of such policies as of the date of this Contract, as the policies of the School.**



(3) The School may establish its own school calendar so long as the instructional program is in compliance with state law regarding minimum pupil-teacher contact hours.

b. Student Welfare and Safety. The School shall comply with all Board-approved policies and regulations, and comply with all applicable federal and state laws concerning student welfare, safety, and health, including, without limitation, Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities (**unless and to the extent that any such policies or regulations are waived in writing by the appropriate governmental authority**).

c. Identification of Academically Low-Achieving and At-Risk Students. The School shall identify academically low-achieving and at-risk students and shall provide its educational program to these students in a manner that **is reasonably designed to** best serves their needs.

3. Community Support: The ~~board~~ **Board of Education** finds that sufficient support for the School exists, as evidenced by the enrollment data submitted on October 1, 1996, provided that on or before March 1, 1996, the School shall provide evidence of the enrollment of at least 150, and not more than, 392 full time equivalent students in grades K-7 for the subsequent school year.



~~4. Statement of Need: The Board has determined that Section _____ of the Application sufficiently establishes that _____ will further the availability of educational choice within the School District.~~

5. Educational Program, Pupil Performance Standards, and Curriculum: The educational program, pupil performance standards, and curriculum set forth in **Part I, Section (d)** of the Application are hereby accepted and subject to the conditions set forth below.

a. Curriculum. The School District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation by the School of its instructional programs as outlined in its Application, as amended herein. **To the extent necessary to give effect to the foregoing, the School District agrees to waive any requirement that curriculum and instructional materials be approved by the School District prior to implementation by the School, provided that such curriculum and materials meet or exceed content standards adopted by the School District, and are consistent with or contemplated by the Application.**

(1) The School shall have the authority and responsibility of implementing its educational program, subject to the conditions of this Contract, in a manner which is consistent with state law, including, without limitation, requirements regarding content standards.



(2) The educational program, pupil performance standards, and curriculum designed and implemented by the School shall meet any content standards **lawfully** adopted by the School District and shall be designed to enable each pupil to achieve such standards.

(3) The School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including, without limitation, instruction in areas of state and federal history and civil government, C.R.S. § 22-1-104, honor and use of the United States Flag, C.R.S. § 22-1-106, the federal constitution, C.R.S. § 22-1-108, and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.

(4) The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which provides an opportunity to be heard and an appeal process similar to current School District policies and procedures, except that the final administrative appeal shall be heard by the BOD ~~School District's Board of Education~~.

b. Records.

(1) The School agrees to comply with all record keeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the State Board and Colorado Department of Education. Student records include, without limitation, immunization records, class schedules,



records of academic performance, disciplinary actions, attendance, and standardized test results and documentation required under federal and state law regarding education of students with disabilities.

(2) The School shall comply with all Board-approved policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of student records, including, without limitation, the Colorado Open Records law, C.R.S. §§ 24-72-204 et seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g.

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

d. Open Enrollment. Enrollment shall be open to any child who resides within the School District, subject to enrollment limitations set forth by the Board of Education in its approval of the Charter. For the first year of the Charter, the School will provide an educational program for grades K through 7 for a maximum of 392 full time equivalent students. Enrollment decisions shall be made in a nondiscriminatory manner in accordance with School District policy, state law, and as specified in the Application. ~~Except for the _____ school year, students enrolling in _____ will be subject to the School District's open~~



~~enrollment timelines.~~ Notwithstanding the foregoing, enrollment in the School for its initial year of operation shall first be drawn from existing enrollment records generated in connection with the previous application for the Core Knowledge Charter School. In addition, for all years of operation, students previously enrolled in the School shall be entitled to re-enroll for the following school year provided that they remain in good standing with the School. Furthermore, siblings of students duly enrolled in the School shall be given a preference for enrollment in the School. Except for the 1997-98 school year, all students enrolling in the School will be subject to the School District's open enrollment time lines.

e. Admissions. Students shall be considered for admission into the program as specified in the Application and without regard to race, creed, color, sex, national origin, religion, ancestry, disability, or need for special education services.

(1) Students who reside outside of the School District shall not be admitted to the School until all applicants who reside in the School District and who qualify for admission have been enrolled.

(2) Transfer of students from the School to another school in the School District shall be in accordance with School District Policy JFB.



f. Education of Students with Disabilities. The School agrees to comply with all Board-approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities.

(1) The School District shall be provided the opportunity to participate in the development and/or modification of any Individualized Education Program ("IEP") for special education students of the School. The School shall give the School District reasonable advance notice of the scheduling of any IEP meetings. The School District's Director of Pupil Services, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other School District special education programs and services.

(2) The School shall use School District special education forms and will document compliance with the requirements of federal and state law, including procedural due process.

(3) The School District may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) **are reasonably determined to** provide cost savings or other **recognizable** benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the School District shall have the right to require **any** such changes **which are** necessary to comply with



law, and shall have the right to request other changes on behalf of students with disabilities.

(4) Special education programs and services will be available to the student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law. Upon request from a parent, the staffing team will consider whether special education instruction and services can be provided after school hours so as not to interfere with the participation of the student in portions of the educational program at the School. If the multidisciplinary staffing team determines that this format will allow the student's individual special education needs to be addressed in a manner consistent with federal and state law, services may be provided after school. ~~Any increase in costs for such services due to provision of services after school shall be borne by _____ and reflected in an adjustment to the Per Pupil Special Education Payment as set forth in paragraph (7)(a)(4), below.~~

g. Tuition and Fees. Tuition may not be charged to students who reside in the School District, other than for before-school programs, after-school programs, intersession programs, or extended kindergartner programs administered by the School. Tuition and fees may only be charged to any student in accordance with School District policy and state law, **or as established by the School in accordance with applicable law.**



h. Participation in Non-Academic Activities of Other Schools. The School's students may participate in non-academic activities at other schools in the School District, provided that the prerequisites for participation are met, and there is space available in the desired activity or program. When such participation requires payment of a fee, the School's student shall be responsible for payment of the fee. The School's students shall not be eligible for enrollment in academic courses at District schools on a part-time basis, unless otherwise agreed with the School District.

6. Evaluation of Pupil Performance and Procedures for Corrective Action: The Board approves the School's methods for evaluating pupil performance and procedures for corrective action contained on **Part I** Section **(f)** of the Application, as amended herein, and subject to the conditions below and otherwise set forth in this Contract:

a. Timeline. The School shall submit a timeline for pupil performance evaluations to the School District for approval on or before February 15, 1997.

b. Performance Assessment. The School agrees that assessment of student performance shall not be limited to the School's analysis, as set forth in the Application, and agrees to cooperate with School District administrators to coordinate testing with the School District's statistical needs. The School also agrees that the baseline data for evaluating student performance shall not be limited to the School's testing.



7. Economic Plan, Budget, and Annual Audit: **Part I**
Section **(g)** of the Application is amended as follows, which amendments, and all other provisions of this Contract, shall supersede and control over any conflicting language contained in the Applications.



a. Funding.

(1) During the first year of this Contract for the 1997-98 school year, the School District shall provide funding to the School in accordance with Exhibit "A" attached and incorporated herein for each funded pupil enrolled in the School. For the second **and subsequent** years of this Contract, the _____ school year, funding shall be on the same basis as set forth in Exhibit "A", **and shall be based upon 100% of the School District's per pupil operating revenue, as defined in C.R.S. Section 22-54-103(9)**, including arrangements for purchase of School District services, except that revenue and expenses shall be adjusted to reflect those figures applicable to all School District schools for that budget year. Enrollment data as of July 1 **of each year** shall be used to ~~determine initially~~ **initially determine** funding for the next school year. For the 1997-98 school year, funding shall be initially determined based upon anticipated enrollment for that year as of March 1, 1997. Kindergarten students are funded at one-half the per pupil amount. So long as the School is not in material breach of this Contract, this funding will be made available to the School in monthly installments consistent with the fiscal year, commencing on July 1, 1997. The monthly installments paid monthly thereafter for such years will be pro rata so that they will each equal 1/12th of the total annual funding. **Notwithstanding the foregoing, the monthly installments for the first five months of the 1997-98 school year shall be paid in one lump sum on July 1, 1997.** The term "enrolled" as used in this provision shall mean enrolled as of the counting dates



or periods and in accordance with the requirements of the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 et seq. (**or any** successor act), and State Department of Education guidelines.

(2) The School District may adjust the funding in any subsequent month of each year of this Contract to reflect the actual student count as compared to the count consistent with the Public School Finance Act used at the beginning of the school year. In addition, to the extent the School District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to the School by adjustment or set off in subsequent months.

(3) The parties expressly recognize that the School will not have the substantial student base population to help fund and spread the risk of special education students who require expenditure of greater educational resources than the funding available for such students. Accordingly, the parties agree that the School District will act as an insurer of all excess special education expenditures to the Charter School. The School District and the School shall share in the revenues and costs of such special education students in accordance with the following:

(a) The School shall be entitled to retain all of the per pupil funding allowable to the School, as set forth in Exhibit "A". The School District shall be entitled to retain all other revenues received either by the School



District or the School that are reasonably attributable to the education of special education students in the School District or the School, including, without limitation, the proportionate share of state and federal resources generated by the School's students with the disabilities, or the staff serving them (but excluding any such funds obtained by the School through private grant or gift).

(b) The School shall remain responsible for the cost of the portion of the School's student's IEP that is typically provided by regular education teachers and the regular education program in the School District, including, without limitation, the classroom teacher, normal classroom supplies, and similar educational services provided to all students.

(c) The School District shall be responsible for 100 percent of the total costs (the "excess IEP cost") incurred annually to deliver the education described in the School's students' IEPs over and above the costs incurred by the School in connection with the regular education program as described above, including, without limitation, costs of special education and related services, including transportation, where identified as a related service on a student's IEP; costs of providing special equipment and materials necessary to assist the special education student; and legal expenses in connection with staffings and special education due process hearings.



(d) A student with a disability who resides in another school district and who requires special education services will be enrolled in the School only if the student's special education needs can be appropriately addressed with the programs and services available at the School; and if the student's district of residence agrees to pay for excess IEP costs for the student in accordance with guidelines established by the Colorado Department of Education.

(e) The School shall pay the School District a special education insurance payment which shall be an amount for each funded School student (the "Per Pupil Special Education Payment"). For the 1997-98 school year, the Per Pupil Special Education Payment shall be set forth in Exhibit ____, Item _____, adjusted as set forth below based upon information from the School District's financial audit and for cost differences due to the nature of the School's educational program. For **subsequent** ~~the _____~~ school year **years**, the payment shall be determined by the School District in accordance with the following:

Per Pupil Special Excess IEP cost for previous year
Education Payment = (including the School's students)

Total School District funded student
enrollment - the School's student
enrollment



The School District shall adjust the Per Pupil Special Education Payment to reasonably reflect the cost differences between the School District and the School resulting from differences in their respective educational programs (e.g., differences in the number of school days or length of school day, and differences in the educational programs creating additional special education costs for the School's students). The School District shall give prompt written notice to the School of any proposed adjustment based on differences in educational program, and the parties shall thereafter negotiate in good faith to determine the amount, if any, of an appropriate adjustment. After the end of each fiscal year when School District audited financial information becomes available, the Per Pupil Special Education Payment for the entire fiscal year shall be retroactively adjusted to actual, to reflect any variation between the projected expense of the School District and the actual expense of the School District.

(f) The School District shall provide the School with its good faith estimate of the Per Pupil Special Education Payment in connection with the preparation of the School's budget each year.

(g) The School District shall have complete responsibility and authority to deliver the services required in connection with the excess IEP cost, and the School shall cooperate fully with the School District in delivery of these services. The School and the School District shall cooperate in good faith to determine which of the services required by the IEP should be delivered through



regular education personnel and services provided by the School and which services should be provided by the School District. In making this determination, the parties shall consider the best interests of the child and the most cost-efficient and effective means of delivering the services. In the case of a dispute, the School District shall make the final decision regarding the delivery of special education services.

(h) Related service providers, as defined by law, including school psychologists, speech/language specialists, occupational/physical therapists, and social workers, will be hired by the School District and assigned to the School in the same manner that is used for all schools within the School District. Special education teachers and paraprofessionals may be hired by the School, with the approval of the Director of Pupil Services. Special education teachers are required to be appropriately licensed, in accordance with the requirements of state law, for the position to which they are being assigned.

(i) The Director of Pupil Services will provide the School a staffing plan identifying the type and amount of special education personnel to be assigned to the School based upon total number of students enrolled in the program, and the number of students enrolled in the School who require special education services. It is recognized that adjustments in this process may need to be made to address the unique needs of an individual student. The School and the School District will negotiate in good faith to resolve any



concerns regarding the amount of staff needed to deliver appropriate special education services. In the event of a dispute, the School District will make the final decision regarding the staffing plan for special education services.

(4) If a student who has been included in the enrollment count of the School District transfers to the School during the school year, the unallocated pro rata portion of per pupil funding in paragraph 7.a.(1) above shall be allocated to the School. If a student withdraws from the School, the unallocated, pro rata share of funds shall be returned to or retained by the School District.

b. Budget. The School's Budget set forth as **Appendix "E"** ~~on page (g-7) of the Application is amended as follows:~~ **accepted by the School District, subject to the following:**

(1) The per pupil funding for the 1997-98 school year shall be in accordance with Exhibit _____. For the subsequent school ~~year~~ **years**, per pupil funding shall be determined in accordance with paragraph 7.a. above.

(2) The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. The services identified on Exhibit ____ shall be purchased by the School from the School District at the costs set forth therein. Other services may be purchased by the School from the School District at cost, as set forth in Exhibit ____, during ~~the~~ any



school year during the term of this Contract or of the Charter. Applicable costs will be determined on a yearly basis as part of the budgeting process.

(3) ~~On or before March 1, 19____,~~ For school years after the 1997-98 school year, the School shall submit to the Board its proposed budget for ~~the~~ such school year for Board approval **on or before March 1 immediately preceding such school year.** The budget shall be prepared in accordance with the state-approved chart of accounts.

c. Annual Audit. The School agrees to maintain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time. The School agrees to enter into a separate contract with the School District's outside auditor for the School's portion of the annual outside audit of financial and administrative operations and for the preparation of other reports deemed appropriate by the Board of Education. The results of the audit shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. Any cost associated with the audit of the School shall be borne by the School.

d. Overall Budget. Nothing contained in this Contract or in the Application or the budget attached thereto, shall be construed as requiring the School to meet its budget projections for any specific line item. Rather, the parties



acknowledge that the School is only required to meet its overall budget and that there is no requirement that individual line items of the budget be met, except to the extent that meeting any such individual line item may be required by statute or applicable regulation which has not otherwise been waived by the appropriate authority.

e. Contingency Reserves. The School shall not be required to maintain a separate contingency reserve in accordance with School District policy with respect to its budgeting. The parties agree that to the extent any reserve may be required by law, the School District will cover the School's contingency reserve obligation within the School District's required contingency reserve.

8. Governance and Operation: Governance procedures shall provide for democratic election of Governing Board members. Any member of the school community may nominate candidates to run for election of the Governing Board. In addition, **Part I** Section (h) of the Application is amended as follows, which amendments, and all other provisions of this Contract, shall supersede and control over any conflicting language contained in the Application:

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



b. Commitment to Nondiscrimination. The School shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, the constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion, or ancestry.

c. Accountability. The School shall operate under the auspices of, and accountable to, the School District and subject to all Board-approved policies and regulations unless specifically waived. The School agrees to participate in the School District's accountability process in accordance with Board policy. All records established and maintained in accordance with the provisions of this Contract, Board policy, and federal and state law shall be open to inspection by the School District.

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

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



of waiver of fees for indigent students. The School shall provide free and reduced priced meals to needy students in accordance with Board policy and applicable federal and state law if it operates a lunch program.

f. Operational Powers. Subject to the above conditions, the School shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by the School consistent with law, and shall have authority to independently exercise, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this Contract and in the Application to the extent consistent with this Contract): contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease facilities for school purposes; purchase, lease, or rent furniture, equipment, and supplies; accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract; and all activities necessary and appropriate to effect the foregoing. In exercising these powers, the School shall comply with all applicable Board-approved policies unless a specific waiver is obtained.

(1) The School District shall be given written notice of all accepted gifts, donations, and grants, and any conditions thereof, as part of its regular and normal reporting to the School District. All accepted gifts,



donations, and grants shall be for the benefit of the School and shall not reduce funding by the School District hereunder.

(2) The School shall furnish to the Board copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by the School's Governing Board.

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

g. Site. **If a District site is not deemed available** the School shall obtain a suitable non-school District site for the school. Such site shall meet the requirements of the Colorado Division of Labor and applicable code requirements for school building for the education of students in grades K-7. Any lease shall be consistent with Article X, Section 20 of the Colorado Constitution and shall be submitted to the School District for approval **(not to be unreasonably withheld or delayed)** prior to execution by the School.

h. Waivers. The School has been granted certain waivers from Board-approved policies and/or regulations and,



where appropriate, has obtained waivers from certain state laws from the State Board of Education. Those waivers, and the conditions therefor, are set forth in attached Exhibit ____ which is hereby incorporated into this Contract.

i. Bidding Requirements. Unless purchased from or through the School District, contractual services (**other than employment**) and purchases of supplies, materials, and equipment **in excess of \$1,000.00 for any individual item** shall be procured through a system of competitive bidding, as required by Board policy and state law.

j. ~~Semiannual Review~~. Annual Review. The School shall be subject to a ~~semiannual~~ **an annual** review of its operations and finances by the Board or a designee. A written report concerning its operations, including, without limitation, progress made towards its educational goals and objectives, policy development issues, student attendance and student discipline information, and personnel matters.

k. Financial Reporting.

(1) The School shall enter into the School District accounting system all financial transactions to the twenty-fifth day of each month, not later than the last working day of the month.

(2) The School shall provide to the School District copies of reconciled bank statements for each month of operation by the last working day of the following month.



(3) The School District will provide to the School a financial report for the School for each month of operation not later than the fifth day of the following month.

(4) On or before the last day of July, the School shall enter into the School District accounting system all previous fiscal year closing entries.

1. Term. The Charter and this Contract are effective as of the date first written above for a period of _____ school years, and will terminate on _____, 19____. The Charter may be renewed in accordance with the Charter Schools Act by mutual written agreement of the parties. Although this Contract is for operation of the School as a charter school in the School District for a period of _____ years, any financial commitment on the part of the School District contained in this Contract is subject to annual appropriation by the Board of Education and the parties agree that the School District has no obligation to fund the financial obligations under this Contract other than for the current year of the contract term (**except to the extent that funding is provided by the State of Colorado through the Public School Finance Act of 1994, or any successor Act**); that the School District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.



m. Termination. This Contract may be terminated, and the Charter revoked by the Board, **only** for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3) and (4), and/or for any material breach of this Contract, upon thirty days' advance written notice being given to the School. Notwithstanding the terms of paragraph 8.m. of this Contract, the School District shall give the School written notice of any purported material breach of this Contract and of the requirements for correction of same, and shall provide the School thirty (30) days in which to remedy or cure such breach or reach an agreement with the School District for a plan to remedy or cure such breach. If such breach has not been corrected within the time period specified by the School District in the notice of breach (but in no event less than thirty (30) days), the School District may terminate this Contract as provide herein. If the School District seeks to terminate this Contract on any grounds set forth in C.R.S. § 22-30.5-110(3) or (4), the School District shall likewise give the School written notice of the purported breach and of the requirements for correction of same, and shall provide the School thirty (30) days in which to remedy or cure such breach or reach an agreement with the School District for a plan to remedy or cure such breach. If such breach has not been corrected within the time period specified by the School District in the notice of breach (but in no event less than thirty (30) days), the School District may terminate this Contact as provided herein. Should the School choose to terminate this Contract and revoke its charter before the end of the contract term, it may do so with the Board's approval, at any time, upon sixty days' advance written notice.



n. Dissolution. In the event **the School** should cease operations for whatever reason, including the nonrenewal or revocation of the Charter, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of **the School**; provided, however, that in doing so, the School District does not assume any liability incurred by **the School** beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by **the School** during the time of its existence.

o. Return of Property. In the event of termination or dissolution, all property purchased in whole or in part with funding provided by the School District, including, but not limited to, real property, shall be returned to and shall remain the property of the School District. All assets donated to **the School** ~~not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of _____~~ shall also be returned to the School District. **will be returned to the donors.**

p. Conflict of Interest. Members of the Governing Board of **the School** shall comply with Board policies and regulations and state law regarding Board member ethics and conflict of interest.



9. Employment Matters: The policies and procedures set forth in ~~Exhibit _____~~, **Part I, Section (h) of the Application and in Appendix "E" of the Application**, incorporated and attached hereto, concerning employment matters such as employee relationships, job descriptions, and terms and conditions of employment are accepted by the School District, and shall supersede the requirements of any Board-approved policies or regulations, to the extent permitted by law, and subject to the following conditions in addition to all other provisions of this Contract:

a. Hiring of Personnel. All persons who perform services for the School shall be considered "at-will" employees or volunteers of the School District itself.

(1) The School District agrees that the School may select its personnel directly without prior authorization from the Board, subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority.

(2) The School shall inform the School District's Superintendent or designee of all personnel selected in order that their hiring may be ~~approved~~ **confirmed and ratified** by the Board.



(3) The Governing Board of the School may terminate the employment of any personnel so long as such employees are not terminated for constitutionally impermissible reasons.

(4) The Board of Education reserves the right to terminate the employment of any personnel for cause, after consultation with the Governing Board. It is acknowledged, however, that this reservation does not in any manner change the "at-will" nature of the employees' employment.

b. Employee Compensation, Evaluation, and Discipline. The School District agrees to waive all Board-approved policies and regulations concerning the compensation, evaluation, promotion, discipline, and termination of the employment of the School's employees subject to compliance with all state rules and regulations, unless specific waivers are obtained by the State Board of Education.

(1) The School's Governing Board shall be independently responsible for the supervision and evaluation of the teaching staff employed by the School.

(2) The School's Governing Board shall be responsible for evaluating the performance of the school's teaching staff on an annual basis. The written results of such evaluation and the evaluation report shall be submitted to the Board on or before July 1 of each year for its review and recommendations to the School's Governing Board concerning



any deficiencies, areas for growth, improvement, or remediation.

(3) The School shall not have the authority, by virtue of its policies or procedures or other action of the Governing Board, to change the "at-will" nature of the employment relationship. The School shall notify appropriate authorities as may be required by state law and the School District of discipline of employees arising from misconduct that brings direct harm to students or others or from violation of law or policy.

c. Payroll. The School's employees shall be paid through the payroll department of the School District using its procedures for recording employee work hours, overtime, absences, leaves, vacation, and other adjustments, as contained in applicable Board-approved policies and regulations.

d. Benefits. The School's employees shall be entitled to receive the same benefits as School District employees. Unless otherwise agreed in writing, all benefit programs will be handled and administered by the School District for the School consistent with the procedures utilized by the School District's Business Services Department.

e. PERA Membership. All eligible School employees shall be members of the Public Employees' Retirement Association and subject to its requirements. The School shall



be responsible for the cost of the School District's/employer's respective share of any required contributions.

f. Equal Opportunity Employer. **The School** affirms that it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, religion, ancestry, age, or disability in its recruitment, selection, training, utilization, termination, or other employment-related activities.

g. Employee Welfare and Safety. **The School** shall comply with all Board-approved policies and applicable federal and state laws, concerning employee welfare, safety, and health issues, including, without limitation, the requirements of federal law for a drug-free workplace, **unless any such policies, laws or requirements are waived by the appropriate governmental authority.**

h. Employee Records. **The School** shall comply with all Board-approved policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Law, C.R.S. §§ 24-72-204 et seq., **to the extent such requirements apply to the School.**

i. Employee Conflicts of Interest. All **School** employees shall comply with the Board's policy and regulation,



and applicable state law, concerning employee actual and potential conflicts of interest.

j. School District Teachers/Administrators. Current teachers and administrators of the School District who are selected for employment by the School are eligible for an unpaid leave of absence from their employment with the School District, consistent with state law.

(1) The non-probationary status of any teacher (or administrator) in the School District employed by the School shall not be **adversely** affected by such employment; however, the teacher will not be eligible to ~~move~~ **progress** on the School District's salary schedule while employed by the School. ~~and~~ **Such teachers** shall be required to go through the School District's application process to be rehired in a position in the School District, **provided that teachers shall be eligible to return to the School District as set forth below.**

(2) The School District will review the portfolios of teachers seeking to be rehired.

(3) Any returning teacher shall have a current and valid certificate or license.

(4) Upon returning to the employment of the School District, School employees will be placed on the salary schedule in the position the teacher occupied at the inception of the teacher's commencement of employment with the School.



(5) Teachers or administrators who leave their employment with **the School** during a school year will not be considered for re-employment in the School District until the beginning of the following school year.

10. Insurance and Legal Liabilities: **Part I** Section **(j)** of the Application is amended as follows, which amendments shall supersede and control over any conflicting language contained in the Application.

a. Insurance. It is agreed that during the initial term of this Contract, the School District will provide insurance coverages which are consistent with the coverages available to the School District itself.

(1) **The School** agrees that it will coordinate all risk management activities through the School District's risk management office. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the School District in the defense of any claims, and complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the School District's applicable insurance policies.

(2) **The School** shall neither compromise, settle, negotiate, nor otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval **provided, however, that the**



Governing Board of the School may settle claims in an amount not to exceed \$2,000.00, provided that such settlement does not involve any admission of liability on the part of the School District.

(3) In consideration of the School District's providing the described insurance coverages, the School agrees to pay to the School District the amounts set forth on Exhibit "A" to the Application based upon an amount for each student enrolled in the School.

(4) Any deductibles applicable to any claim under the insurance coverages provided to the School hereunder will be absorbed by the School District.

(5) The insurance coverages shall include the same coverage as is provided for employees and authorized volunteers of the School District itself.

b. Legal Liabilities. The School shall operate in compliance with all Board-approved policies and regulations and all applicable federal, state, and local laws, rules, and regulations, unless specifically waived as indicated in **the** attached Exhibit ___ or unless such waiver is obtained from the proper authority pursuant to the procedures of paragraph (1) below subsequent to the execution of this Contract.

(1) Waiver. Waivers from specific Board-approved policies or regulations and/or state law may be requested by the School by submitting such a request, in



writing, to the School District. The request shall include the reasons why the School is in need of or desires the waiver and the policies and procedures that the School will implement to address the subject matter of the policy or state law. The School District shall have ten school days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The Board shall have ten school days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved policies and regulations may be granted only to the extent permitted by state law. In the event the School District policy or regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the School District agrees to jointly request such a waiver from the State Board of Education, if the School District's Board of Education first approves the request. **No provision of this Contract or of the Application shall be construed so as to preclude the School from seeking a waiver of any such policy or provision as contemplated by this Contract or as contemplated by law. In the event that any such waiver is obtained, any such waiver shall to the extent granted be controlling over any contrary provision of this Contract or of the Application.**

(2) Faith and Credit. The School agrees that it will not extend the faith and credit of the School District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the School District and that **except as provided in this Contract** the School's authority to contract is limited by the



same provisions in law or Board policy that apply to the School District itself. The School also is limited in its authority to contract by the amount of funds obtained from the School District, as provided hereunder, **plus any funds received by the School from other lawful sources.** The School's Governing Board is hereby delegated the authority to approve contracts to which the School is a party, subject to the requirements and limitations of the Colorado Constitution, state law, Board-approved policies, and the provisions of this ~~contract~~ **Contract**.

(3) Indemnification by Independent Entities/ Governmental Immunity. In the event the School authorizes, with the School District's approval, another person or entity to operate a before and/or after school, pre-school, day care, intersession, extended day kindergarten or other program within the School's facility, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the School District policies and naming the School, the School District, and the property owner harmless from all liability, claims, and demands on account of injury, loss, or damage, including, with limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, tort and civil rights claims, or any other losses of any kind whatsoever which arise out of or are in any manner connected with such person's or entity's operations. Nothing contained in this Charter School Contract shall be deemed a relinquishment or waiver by the School District or the School



of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

(4) Legal Services. Where the School District provides legal services to the School pursuant to this Contract, selection of legal counsel shall be at the sole discretion of the School District. **This provision shall not be construed as precluding the School from retaining independent legal counsel of its selection, provided that the School shall bear the cost of any such independent legal counsel.**

11. Other Services:

a. Transportation. If the School determines to provide transportation during the term of this Contract, the School may contract with the School District **or an independent third party (subject to the approval of the School District** for transportation services at cost, by separate written agreement.

12. Miscellaneous Provisions:

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



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

c. Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three days after mailing when sent by certified mail, postage prepaid, to the ~~Principal's or~~ Headmaster's office, in case of notice being sent to the School, or to the Office of the Assistant Superintendent for Business Services, **2407 La Porte Avenue, Fort Collins, Colorado 80521**, for notice to the School District.

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

e. Dispute Resolution. In the event any dispute arises between the School District and the School concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be submitted to the Assistant Superintendent for Business Services of the School District or his designee for review. Thereafter, representatives of the School District and the School shall



meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the **State** Board of Education for ~~its consideration.~~ **facilitation, as provided by law.** In the event the parties are unable to resolve the dispute through such facilitation, the dispute shall be referred to the Board of Education or the School District for its consideration. The determination of the Board of Education shall be definitive, subject, however, to the right of appeal to the State Board of Education, concerning those matters within its jurisdiction under the Act or to the Colorado District Courts, as provided by law. ~~The decision of the Board shall be final; provided, however, _____ may appeal to the State Board of Education concerning those matters within its jurisdiction under the Act.~~

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

g. Waiver of Policies and Procedures. No provision of this Contract or of the Application shall be construed so as to preclude the School from seeking a waiver of any such policy or provision as contemplated by this Contract or as contemplated by law. In the event that any such waiver is obtained, any such waiver shall to the extent granted be



controlling over any contrary provision of this Contract or of the Application.

h. Rules of Construction. This Contract shall be interpreted, whenever possible, as complementing, rather than overriding, the terms and provisions of the Application. However, to the extent of any inconsistencies, this Contract shall be controlling. The Contract shall also, to the extent possible, be interpreted as consistent with the provisions of the Colorado Constitution and the Charter Schools Act.

i. Business Days. When any action required by this Contract falls on a Saturday, Sunday or legal holiday in the State of Colorado, such action shall occur on the first succeeding day which is not a Saturday, Sunday or legal holiday in the State of Colorado.

j. Third-Party Beneficiary. No third-party, whether a constituent of the School District, or otherwise, may enforce, or rely upon any obligation of, or exercise any right of, the School District or of the School under this Contract. This Contract does not intend to create rights in favor of any third-party beneficiary.

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

LIBERTY COMMON CHARTER SCHOOL



By:

Attest:

President, Governing Board

Secretary

POUDRE SCHOOL DISTRICT R-1

By:

Attest:

President, Board of Education

Secretary



Appendix M

I. MEETING PROMOTION INFORMATION



Appendix N

I. PSD PRELIMINARY CHARTER SCHOOL BUDGET PROJECTIONS

The BOD agrees to the PPOR Revenues and Insurance Reserve Transfer as presented in “Preliminary 1997 Per Pupil Revenue and Expenditures Projections-Charter Schools” provided by Ken Forrest, Assistant Superintendent of Business Services. The BOD also agrees to the following numbered expenditures denoting services purchased from the same document: E23- SSC Building, E24-Copy Center, E25-General Supplies, E27-Board of Education, E29-Superintendent, E39-Assessment, E40-Accountability, E51-School Support, E52-Enrollment and Attendance, E61-Special Education/Pupil Services, E62-Special Ed. Contracted Services, E63-Cooper Home, E66-Business Services, E67-Operational Services, E71-Payroll, E72-Information Systems, E73-Information Systems Equipment, E76-Records Holding, E78-Planning and Evaluation, E82-Fingerprinting, E91-Delivery Services, E93-Warehouse, E94-Elections, E95-County Treasurer, E97-Professional Services, E100-Flags, and E101-Unemployment.

The BOD acknowledges the expectation of the District that the School might require more attention from District administration than a typical district school because of the history and experience with PSD alternative schools. Action has been taken in the design of the School's program and BOD, and budgetary allowance has been made for a full-time Business Manager to obviate extra demand on the Assistant Superintendent for Support Services and Assistant Superintendent for Business Services. The unnumbered line item “Charter School Overhead Expense,” has not been included in the School's budget. If such services are used, the School will gladly purchase them at a reasonable rate to be negotiated.



Appendix O

I. WAIVERS

REQUESTS FOR WAIVERS

Pursuant to Section 22-30.5-105 C.R.S., the School will request release from certain State regulations and District policies and regulations. The School will request the School Board to submit a joint request with the School to the State Board for the releases from State regulations.

The District and the School are the only entities affected by the waivers. Since the School has no employees at this time, no rights of any administrators, teachers or staff will be affected. Any employees hired will accept employment based on full knowledge of the School's practices, policies and procedures, and any waivers that have been granted.

The Charter School Act permits charter schools to operate free from specified state and local rules and regulations in order to effect innovative educational reform. The goal of the School is to provide excellence in education for all its students and to enhance the educational opportunities that are available within the District. The School's goals and objectives are to challenge students to high levels of academic performance through a core curriculum, innovative learning models and support for diverse learning styles, interests and needs. By setting individual goals for students that complement the School's goals, student interest, learning and achievement levels are expected to increase, thereby improving attendance and graduation rates.

Each waiver request is designated as "Substantive" or "Delegation." The School requests that it be permitted to operate free from those statutes identified in the waiver requests as "Substantive." The School intends to comply with those waiver requests identified as "Delegation," but request that all power and responsibility for doing so be delegated from the School Board and the State Board to the School.

The following waivers are requested with the understanding that, even if granted, the School will be subject to limitations on its authority by virtue of the Contract with the District, which will remain in full force and effect. Delegation waivers will be requested from the State Board only to the extent that delegations made in the Contract with the District would be deemed to be impermissible without such waivers.

The School anticipates that as it develops the need for additional waivers may become apparent. The School therefore reserves the right to submit additional requests for waivers of the District's regulations and policies and the Colorado Statutes as necessary.



REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

STATUTE

DESCRIPTION

Certified Personnel
Evaluations

Local Board of Education-
duties
Section 22-9-106
(Substantive waiver)

This section requires school
districts to have written
system and related procedures
to evaluate the performance of
school district certificated
personnel.

Rationale: The School will be responsible for its own personnel matters, including the supervision and evaluation of its personnel and the method for conducting such evaluations, consistent with the approved Application and the Contract. The School will be responsible for conducting performance reviews in accordance with the its Employee Manual and Section h of the approved Application.

Replacement Plan: See above.

Duration of the Waivers: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District's or the School's budgets.

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

Expected Outcome: With this waiver, the School will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the School. This will benefit staff members as well as students and the community.



STATUTE

DESCRIPTION

Boards of Education-Specific
Duties

Section 22-32-109(1)(f)

Requires the Board of Education to employ all personnel and fix their compensation.

Section 22-32-109(1)(x)

Requires the Board of Education to adopt written rules and regulations for mandatory procedures to be followed in instances of assault upon school employees.

Section 22-32-109(1)(z)

Requires the Board of Education to provide in-service training.

Section 22-32-110(1)(h)

Makes Board of Education responsible for terminating personnel.

Section 22-32-110(1)(I)

Authorizes Board of Education to reimburse employees for expenses.

Section 22-32-110(1)(j)

Grants power to Board of Education to procure group life, health or accident insurance for employees.

Section 22-32-110(1)(k)

Grants Board of Education power to adopt written policies, rules and regulations relating to efficiency, in-service training, professional growth, safety, official conduct and



welfare of employees.



STATUTE

DESCRIPTION

Section 22-32-110(y)

Grants the Board of Education the power to accept gifts, donations or grants of any kind made to the District and to expend such in accordance with the donor's conditions, except conditions contrary to law.

Section 22-32-110(1)(ee)

Authorizes Board of Education to employ teacher aides and non-certificated personnel.

Principals - employment and authority

Authorizes Board of Education to employ principals.

Section 22-32-126

(Delegation waivers)

Rationale: The School will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. The School will choose the textbooks and materials to be used and the procedure for providing them to the students. Therefore, the School requests that these statutory duties be delegated from the School Board to the Board of Directors of the School. The success of the School will depend in large part upon its ability to select and employ its own staff and to train and direct the staff in accordance with the approved Application and the Contract.

Replacement Plan: The School will be responsible for these matters rather than the District. The Employment Manual sets forth the parameters that will be followed for all employment contracts. The School's Headmaster and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon the District. The School must operate within its budget and the cost of employing necessary staff has been included in that budget.



How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the approved Application and the Contract.



STATUTE

DESCRIPTION

Board of Education-Specific
Duties
Section 22-32-109(1)(n)(I)¹

(Delegation waiver)

Board's duty to prescribe
length of school year and
hours of teacher-pupil
instruction and contact, and
to adopt a calendar.

Rationale: The school year for the School will commence on or about August ___ and end on or about _____, totaling approximately 185 days per year. The School will prescribe its own school calendar and hours of teacher-pupil contact. An essential element of the School design is a longer school day. This authority is instrumental to the success of the School program.

Replacement Plan: Drafts of a typical School Day and Week are attached as Appendix D to the Application.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon District. The School must operate within its budget, which has been developed under the assumption that these waivers will be granted.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

¹ In no case may the direct pupil-teacher instruction and pupil-teacher contact time provided by the School fall below the state minimum requirements described in C.R.S. § 22-32-109(1)(n)(II)(A) and elsewhere in Colorado statutes.



STATUTE

DESCRIPTION

Board of Education-Specific
Duties
Section 22-32-109(1)(w) and
Section 22-32-110(2), (4) and (5)

Board of Education's duty to
adopt a written conduct and
discipline code.

(Delegation waivers)

Section 22-32-110(3)

In development of a discipline code,
requires consultation with parents,
teachers, administrators, students and
the community at large

(Substantive waiver)

Suspension, expulsion and
denial of admission
Section 22-33-105

Authorizes Board of Education
to suspend, expel and deny
admission to students.

(Delegation waiver)

Rationale: The School has requested the District to grant it the authority to establish its own student discipline and conduct code, and to suspend and expel students from the School. Consultation with parents, teachers, administrators and the community should not be required for the development of the student discipline code.

Replacement Plan: The School will develop its own Discipline Code.

Duration of Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon District.

How the Impact of the Waivers Will be Evaluated: The objective of these waivers is to allow the School to create a safe and productive atmosphere for student learning. Therefore, the impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.



Expected Outcome: The School expects that as a result of these waivers it will be able to hold students more directly accountable for their conduct and ensure a safe and productive learning environment for students.



STATUTE

DESCRIPTION

Compulsory School Attendance
Section 22-33-104(4)

Local Board of Education duty to commence proceedings to enforce the compulsory school attendance law; review procedure for parents to challenge Board of Education decision concerning compulsory school attendance.

Enforcement of Compulsory School Attendance
Section 22-33-107

Requires the Board of Education to adopt a written policy setting forth the District's attendance requirements and to appoint an attendance officer.

Judicial Proceedings
Section 22-33-108

(Delegation waivers)

Rationale: The School will have a longer school day and year than the other schools in the District. Therefore, the School will also have to have a different compulsory school attendance policy. Also, the School should be free to determine what should constitute an excused absence. For example, if a student is away from school due to an independent study project in connection with an experiential leaning trip, the days missed will not be considered to be school absences. The School should be allowed to designate a staff member(s) to be responsible for attendance.

Replacement Plan: The School Board of Directors will establish its own attendance policy, which will meet or exceed all state requirements. The School should be responsible for enforcing the compulsory attendance law with respect to those students attending the School.

Duration of the Waivers: The School requests that the waivers be granted for the duration of its contract with the District.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.



Expected Outcome: The School expects that as a result of the waivers it will be able to attain or exceed its attendance goals, which are aligned with State and District objectives as set forth in the approved Application and the Contract.



STATUTE

DESCRIPTION

Board of Education - Specific
Duties
Section 22-32-109(1)(t)

Grants Board of Education
authority to determine
educational program to be
carried on in schools of the
district and to prescribe
textbooks.

Section 22-32-110(o)

Grants the Board of Education the power
to provide free use of textbooks to all
school age pupils enrolled in the public
schools of the District.

(Delegation waivers)

Rationale: The School has requested the District to grant the Board of Directors of the School the authority to determine the educational program and textbooks to be used in the School, with the School Board retaining the right of final approval of the educational program. The School will choose the textbooks and materials that will be used and the procedure for making them available to its students.

Replacement Plan: The educational program that the School will implement is set forth in detail in Section "d" of the Application.

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon District.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: The School expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the School's standards.



STATUTE

DESCRIPTION

Board of Education - Specific
Duties
Section 22-32-109(1)(b)

Grants Board of Education
authority to adopt policies
and prescribe rules and
regulations for efficient
administration of the
District.

Section 22-32-109(1)(bb)(I)

Requires the Board of
Education to adopt a policy
prohibiting the use of tobacco
on school grounds.

(Delegation waivers)

Rationale: The School will be operating independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations, subject to the limitations in the approved Application and the Contract.

Replacement Plan: The Board of Directors of the School will adopt policies, and the Headmaster of the School will prescribe rules and regulations, subject to the Board of Directors' approval.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: The School expects that as a result of these waivers, it will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Application.



STATUTE

DESCRIPTION

Kindergartens
Section 22-32-119

Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.

(Delegation waiver)

Rationale: The School will operate its own kindergarten program in accordance with the approved Application and the Contract. The School should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its kindergarten program, subject to the limitations in the approved Application and the Contract.

Replacement Plan: The School will provide its own curriculum for Kindergarten students as part of its design.

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon District.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and measurements that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: The School expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers and community and ensure that students have the time to achieve the curricular standards of the School.



STATUTE

DESCRIPTION

Employment contracts -
contracts to be in writing -
duration - damage provision
Section 22-63-202

Requires written employment
contract with teachers,
including a damages provision.
Provides for temporary
suspension of employment and
cancellation of contract.

Payment of Salaries
Section 22-63-403

Governs payment of salaries
upon termination of employment
of a teacher.

Probationary Teachers -
renewal and non-renewal of
employment contract
Section 22-63-203

Provides for contract with
probationary teachers and
allows for non-renewal and
renewal of employment
contract.

(Substantive waivers)

Rationale: The School should be granted the authority to develop its own employment contracts and terms and conditions of employment. Given the limited duration of the Contract, the School should not be required to give tenure and probationary periods to its teachers. The School will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential. Not every teacher who is successful in the regular public school will be successful in the School.

Replacement Plan: An appropriate teachers contract will be developed in accordance with the parameters set forth in the Employment Manual attached to the Application as Appendix E.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.



Expected Outcome: The School expects that as a result of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of teachers and students in the School.



STATUTE

DESCRIPTION

Transfer - compensation
Section 22-63-206

Permits transfer of teachers
between schools upon
recommendation of District's
chief administrative officer.

(Substantive waiver)

Rationale: The School will have the authority to select its own teachers. The District should not have the authority to transfer its teachers into the School or transfer teachers from the School to District schools, except as provided in the approved Application and the Contract.

Replacement Plan: The School will comply with the teacher transfer provisions contained in Section "h" of the Application.

Duration of the Waiver: The School requests that this waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District or the School.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: The School expects that as a result of this waiver, it will be able to manage its own personnel affairs. Consistent with the terms of the approved Application, the Contract and the Colorado Charter School Law, the School will provide the opportunity for teachers to transfer back into the District if they so choose.



STATUTE

DESCRIPTION

Grounds for dismissal
Section 22-63-301

Provides grounds and
procedures for dismissal of
teachers.

Procedure for dismissal -
judicial review
Section 22-63-302

(Substantive waivers)

Rationale: The success of the School in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The School must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure should not apply to the School as the school is only of limited duration.

Replacement Plan: Continued employment in the School will be subject to an annual satisfactory performance evaluation, as set forth in Section h of the Application and the Employment Manual attached to the Application as Appendix E. Teachers who are rated unsuccessful may be terminated by the School and in some cases transferred back to the District in accordance with the terms of the approved Application and the Contract.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will be able to terminate teachers that are not able to provide instruction in accordance with the philosophy and mission of the School.



STATUTE

DESCRIPTION

Salary Schedule - adoption
changes
Section 22-63-401

Provides for District Board
of Education to adopt a salary
schedule and place teachers on
the schedule.

(Delegation waiver)

Rationale: The School should be delegated the authority to determine compensation rates, in accordance with the approved Application and the Contract. The work day and work year in the School will be longer than those in the District and compensation must be adjusted accordingly.

Replacement Plan: The School will adopt its own salary schedule. The School will set competitive rates for each level of teachers it employs. The Headmaster will determine the placement of teachers on the salary schedule.

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District or School.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of this waiver, the School should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the School.



STATUTE

DESCRIPTION

Board of Education - specific duties - employment of personnel
Section 22-32-109.7

Requires Board of Education to make certain inquiries and background checks prior to hiring applicants; requires Board of Education to notify department of education of allegations of child or sexual abuse; requires applicant to submit fingerprints and certify no convictions; provides for District to require certified personnel to submit fingerprints in certain instances.

Applicants selected for non-certificated positions - submittal of forms and fingerprints - prohibition against employing persons failing to comply
Section 22-32-109.8

Certificated Personnel - submittal of fingerprints
Section 22-32-109.9

(Delegation waivers)

Rationale: The School will hire its own employees and therefore should be responsible for complying with these provisions for its own employees and be delegated the authority to do so.

Replacement Plan: The School will comply with these provisions in the same manner as the District does, but the School will be responsible for complying with these provisions.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will be responsible for completing its own background checks.



STATUTE

DESCRIPTION

Employment - Certificate
required
Section 22-63-201

Prohibits Board from entering
into an employment contract
with a person who does not
hold a teacher's certificate
or letter of authorization.

Services - disbursements
Section 22-63-402

Prohibits disbursement of
District moneys to teacher
without a valid teacher's
certificate, letter of
authorization or written
authorization.

(Substantive waivers)

Rationale: The School should be granted the authority to hire teachers and other personnel who will further the School's goals and objectives. The School will employ a headmaster rather than a principal. The Headmaster will not function as a traditional school district principal, but rather will be responsible for a wider range of tasks and act as the School's chief executive officer. The School will seek to attract headmasters and teachers from a wide variety of backgrounds, including, but not limited to, teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience.

Replacement Plan: The School will, where possible, hire certificated teachers and principals. However, in some instances it may be advantageous for the School to be able to hire teachers and/or headmasters without a certificate and who possess unique background and/or skills or fill a need of the School. The School will require such persons to obtain a certificate within a designated period of time.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon the District.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the approved Application and the Contract.



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



STATUTE

DESCRIPTION

Board of Education - specific
duties
Section 22-32-109(1)(n)(II)(A)²

Restricts parent-teacher
conferences and staff in-service
service programs to 24 hours
per school year.

(Substantive waiver)

Rationale: The School will exceed the minimum required number of teacher-pupil contact hours and, in addition, will provide substantial staff in-service training programs. Parent-teacher conferences will be held regularly.

Replacement Plan: Parent-teacher conferences and staff in-service programs will be held on a regular basis. However, actual hours of teacher-pupil instruction and contact will far exceed the minimum amounts required by C.R.S. § 22-32-109(a)(n)(I) and (II).

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the request will have no financial impact upon the District or the School as the School’s budget was prepared under the assumption that this waiver would be granted.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of this waiver, the School will be better able to maintain communications between parents and teachers, and provide needed in-service programs.

² This waiver is essential only to the extent the statutory requirement may be construed to impose an absolute limit on the hours a school or district may schedule for pupil-teacher conferences or staff in-service, and not to the extent it merely limits the amount of such time which can be counted toward the minimum hourly instructional requirements. In no case may the direct pupil-teacher instruction and pupil-teacher contact time provided by the School fall below the state minimum requirements described in C.R.S. § 22-32-109(1)(n)(II)(A) and other Colorado Statutes.



STATUTE

DESCRIPTION

Board of Education - specific
duties
22-32-110(w)

Gives the Board of Education the power to
contract for transportation for pupils enrolled Section
in public schools of the District.

(Delegation waiver)

Rationale: The School may contract for transportation for at risk students who otherwise would not be able to attend the School.

Replacement Plan: The School will adopt a policy for transportation of students that includes a requirement that any contractor providing transportation services for the School will procure liability and property damage insurance on such bus or motor vehicle and pay all premiums for such insurance, without the right of contribution from the School to the insurer.

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the request will have no financial impact upon the District or the School, as the School's budget was prepared under the assumption that this waiver would be granted.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of this waiver, the School will be better able to assure that all students have an opportunity to attend the School.



REQUEST FOR WAIVER OF POUDRE SCHOOL DISTRICT BOARD OF EDUCATION POLICIES

SECTION C: GENERAL SCHOOL ADMINISTRATION

<u>POLICY</u>	<u>DESCRIPTION</u>
CF	School Building Administration
CFB	Evaluation of Principals/Building Administrators
CFD	Site or School Based Management

Rationale: The BOD will hire a Headmaster with responsibilities delegated to him/her for implementing policies and rules of the BOD. The School will develop its own evaluation practices for its entire staff. Site Based Management for the School is defined by its charter contract with the District.

SECTION D: FISCAL MANAGEMENT

<u>POLICY</u>	<u>DESCRIPTION</u>
DBC	Budget Planning
DBE-G	Budget Recommendations, Hearings and Adoption
DJA-H	Purchasing
DK	Payment Procedures

Rationale: The charter contract sets for the timeline for budget negotiations and fiscal reporting. The BOD will establish its own business practices. The budget as agreed upon shall be managed solely by the School. All equipment purchased by the School will be purchased and sold with guidelines established by the BOD.

SECTION E: SUPPORT SERVICES

<u>POLICY</u>	<u>DESCRIPTION</u>
EBCD-E	School Closings and Cancellations



Rationale: Since it has not yet been determined where the School will be located, the Business Manager will be required to develop emergency plans that meet state and local requirements. Building grounds maintenance of a non-District facility will be done by the Business Manager with oversight by the BOD as well as office services and data management. The Headmaster will determine when closure or early dismissal is necessary in the event of hazardous weather.

SECTION F: FACILITIES PLANNING AND DEVELOPMENT

<u>POLICY</u>	<u>DESCRIPTION</u>
FEA	Facilities Construction
FF	Naming Facilities

Rationale: Should the School obtain a non-District facility, it will choose a qualified architect and contractor to construct or carry out the leasehold improvements. The BOD and the Business Manager will oversee the work and naming of the facility.

SECTION G: PERSONNEL

<u>POLICY</u>	<u>DESCRIPTION</u>
GA	Personnel Policies Goals
GBA	Equal Opportunity Employment
GBE	Staff Health and Safety
GFEAA	Staff Protection
GBG	Staff Welfare/Protection
GBJ	Personnel Records and Files
GBAA	Sexual Discrimination and Harassment
GBAC	Diversity in Employment
GBEA	Staff Ethics/Conflict of Interest
GBEB	Staff Conduct
GBEC	Drug-Free Workplace (also ADB)
GBGA	Staff Health
GBGB	Staff Personal Security and Safety
GBGD	Worker's Compensation
GBJ	Personnel Records and Files
GC	Professional Staff
GCB	Professional Staff Contracts and Compensation
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules



<u>POLICY</u>	<u>DESCRIPTION</u>
GCBC	Professional Staff Supplementary Pay Plans/Overtime
G CBD	Professional Staff Fringe Benefits
GCC	Professional Staff Leaves and Absences
GCCAA	Instructional Staff Sick Leave
GCCAB	Instructional Staff Personal/Emergency/Legal/Religious Leave
GCCAC	Instructional Staff Maternity/Paternity/Parental Leave
GCCAD	Instructional Staff Military
GCCAE	Instructional Staff/Conferences/Training/Workshops
GCCAF	Instructional Staff Sabbaticals
GCCAG	Professional Staff and Instructional Staff Extended Leave of Absence
GCCAH	Professional Staff and Instructional Staff Association Leave
GCCBA	Administrative Staff Sick Leave
GCCBB	Administrative Staff Personal/Emergency/Legal/Religious Leave
GCCBC	Administrative Staff Maternity/Paternity/Parental Leave
GCCBD	Administrative Staff Military Leave
GCCBG	Professional Staff and Administrative Staff Extended Leave of Absence
GCCBH	Professional Staff and Administrative Staff Association Leave
G CDB	Administrative Staff Vacations and Holidays
GCE	Professional Staff Recruiting
GCEC	Posting and Advertising of Professional Vacancies
GCF	Professional Staff Hiring
GCG	Part-Time and Substitute Professional Staff Employment
GCGA	Qualifications of Substitute Staff
GCI	Professional Staff Development
GCIB	Inservice Requirements for Instructional Staff
GCID	Professional Staff Training, Workshops and Conferences
GCIE	Professional Staff Continuing Education
GCK	Professional Staff Assignments and Transfers
GCKA	Instructional Staff Assignments and Transfers
GCKB	Administrative Staff Assignments and Transfers
GCM	Professional Staff Work Load
GCMA	Professional Staff Planning Time
GCMC	Parent Conferences, Staff Meetings, and School Meetings
GCMD	Instructional Staff Extra Duty
GCJ	Support Staff Assignments and Transfers
GDK	Support Staff Schedules and Calendars
GDM	Support Staff Career Development
GDMB	Support Staff Training, Conferences, and Workshops
GDO	Evaluation of Support Staff



<u>POLICY</u>	<u>DESCRIPTION</u>
GDQA	Support Staff Reduction in Force
GDQB	Resignation of Support Staff
GDQC	Retirement of Support Staff
GDQD	Discipline, Suspension, and Dismissal of Support Staff
GDR	Nonschool Employment by Support Staff
GDQE	Personnel Support/Classified Staff Privatization of Support Services

Rationale: Compensation and employment contracts will be established and approved by the BOD. All staff employed by the school will be "at will" employees with annual contracts. The School will determine its own school calendar and working day schedules. The School will determine its own staffing needs and recruitment and hiring procedures. The School will establish its own salary schedules, and benefits package, subject to the statutory requirement that employees of a charter school be members of the Public Employees Retirement Association. these issues are addressed in the employee manual produced in conjunction with the District and the School Board.

SECTION I: INSTRUCTION

<u>POLICY</u>	<u>DESCRIPTION</u>
IB	Academic Freedom
IC	School Year
ICA	School Calendar
IE	Organization of Instruction
IFC	Multiculturalism
IGA	Curriculum Development
IGD	Curriculum Adoption
IGF	Curriculum Review
IHA	Basic Instructional Program
IHAL	Teaching about Religion
IHAM	Health Education
IHAMA	Teaching about Drug, Alcohol, Tobacco
IHAMB	Family Life/Sex Education
IHAMC	HIV/AIDS Education
IHBB	Gifted and Talented Education
IHBC	Programs for At-Risk/Disadvantaged Students
IHBCA	Programs for Pregnant/Parenting Students
IHBD	Compensatory Education
IHBEA	English as a Second Language
IHBG	Home Schooling



<u>POLICY</u>	<u>DESCRIPTION</u>
IHBH	Alternative School Programs
IHBHA	Alternative Schools
IHBIB	Primary/Pre-Primary Education
IHCA	Summer School
IHCDA	Postsecondary Options/Concurrent Enrollment
IHCFA	School-Based Child Care
II	Instructional Arrangements
IIA	Grouping for Instruction
IIB	Class Size
IHBJ	Instruction Curriculum Program Education of Migrant Children
IJL	Library Materials Selection and Adoption
IJNC	Resource Centers/Media Centers/School Library
IJNDA	Computer-Assisted Instruction
IJOA	Field Trips
IKAB	Report Cards, Progress Reports
IKC	Class Rankings/Grade Point Averages
IKE	Promotion, Retention, and Acceleration of Students
IKF	Graduation Requirements
IKFA	Early Graduation
IKFB	Graduation Exercises
IL	Evaluation of Instructional Programs
ILBA	District Program Assessments
ILBB	State Program Assessments
IJNDC	Instructional Resources and Materials
IMB	Teaching about Controversial/Sensitive Issues
IMBB	Exemptions from Required Instruction
IMDC	Religious Observances and Displays
IME	School Assemblies

Rationale: Pursuant to statutory authority, the School will design its own educational program and curriculum. Textbooks will approved by the BOD. Curriculum design, implementation and review will be a continuous process. The School will work closely with the District on ensuring the content standards of its curriculum meet or exceed those of the District. The School might want to develop additional assessments to what the District uses. That will have to be determined once the School analyzes the assessments the District develops.

SECTION J: STUDENTS



<u>POLICY</u>	<u>DESCRIPTION</u>
JC	School Attendance Areas
JFABB	Admission of Exchange and Foreign Students
JGA	Assignment of New Students to Classes and Grade Levels
JHCA	Open/Closed Campus
JHD	Exclusions and Exemptions from School Attendance
JIBA	Student Government
JICA	Student Dress
JJA	Students Organizations
JLD	Guidance and Counseling
JQ	Student Fees, Fines, and Charges

Rationale: The School has established its own enrollment policy consistent with the Charter School Act. Non-resident students will be allowed to enroll on a space available, first-come first-served basis.

SECTION K: SCHOOL-COMMUNITY-HOME RELATIONS

<u>POLICY</u>	<u>DESCRIPTION</u>
KBC	Parent Involvement in Decision Making
KE	Public Concerns and Complaints
KEA	Public Concerns/Complaints about Policies
KEB	Public Concerns/Complaints about Personnel
KEC	Public Concerns/Complaints about Instructional Resources
KED	Public Concerns/Complaints about Facilities and Services
KEE	School Ombudsperson/Parent Liaison
KEF	School-Community-Home Relations Public Concerns and Complaints
KF	Community Use of School Facilities
KGA	School Foundations
KLB	Relations with Election Authorities

Rationale: The School will establish its on procedures concerning fundraising activities. The BOD will handle all parental concerns and complaints about instructional materials. The School understands that the development of policies and procedures is an ongoing activity. It is also understood that the School will ask for waivers of School Board policy when it deems necessary.



PART III: EXHIBITS

Because of their length, or other reasons noted, the following items are being provided as Exhibits incorporated herein by reference:

- Exhibit I: "Fairness in Education," E. D. Hirsch, Jr.
- Exhibit II: *Benchmarks for Science Literacy: Project 2061*, American Association for the Advancement of Science
- Exhibit III: Colorado Model Content Standards
- Exhibit IV: Petitions of Community Support
- Exhibit V: Affidavit of Enrollment Verification (included in Exhibits for confidentiality reasons)
- Exhibit VI: "Core Knowledge Sequence: Content Guidelines for Grades K-8," Revised 1995, Core Knowledge Foundation
- Exhibit VII: *Teaching Thinking Skills*, Joan B. Baron and Robert J. Sternberg
- Exhibit VIII: *Why Johnny Can't Tell Right from Wrong*, William Kilpatrick
- Exhibit IX: *Creating a Moral School*, Neil J. Flinders
- Exhibit X: "World Class Standards Series," American Federation of Teachers
- Exhibit XI: "Model School Project," Challenge Foundation
- Exhibit XII: List of Colorado Charter Schools
- Exhibit XIII: *Historical Literacy*, Paul Gagnon and the Bradley Commission of Schools, editors
- Exhibit XIV: *Children's Mathematical Development*, David C. Geary



- Exhibit XV: Article in Fort Collins *Coloradoan* on Report by National Commission on Teaching and America's Future, September 13, 1996
- Exhibit XVI: "Quantitative Data on Core Knowledge Schools, 1993: A Preliminary Report," Core Knowledge Foundation
- Exhibit XVII: "Manual on School Uniforms, " U.S. Department of Education
- Exhibit XVIII: PSD Code of Conduct and Discipline