

**ADDENDUM TO CHARTER SCHOOL CONTRACT**

THIS ADDENDUM TO CHARTER SCHOOL CONTRACT ("Addendum"), effective as of the 26<sup>th</sup> day of April, 2017, is made and entered by and between the BOULDER VALLEY SCHOOL DISTRICT RE-2 ("School District") and SUMMIT CHARTER SCHOOL, a Colorado non-profit corporation ("Charter School"), by its Board of Directors.

RECITALS

WHEREAS, on July 25, 2016, the parties entered into a Charter School Contract ("Contract") that expires by its terms on June 30, 2021; and

WHEREAS, the Colorado Department of Education (CDE) is required to act to approve all non-automatic waivers of state law agreed to between school district authorizers and charter schools; and

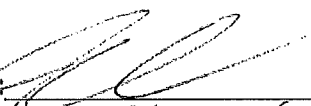
WHEREAS, CDE staff has recommended minor changes to Exhibit K of the Contract to which the parties accept;

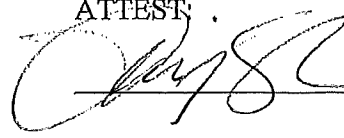
NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated herein, and their mutual promises, the parties agree as follows:

- A. Exhibit K of the Contract is substituted with the attached revised Exhibit K.
- B. Ratification. In all other respects, the Contract will remain unchanged and is hereby ratified and confirmed.

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

SUMMIT CHARTER SCHOOL  
A Colorado non-profit corporation

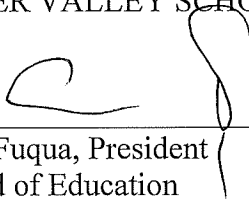
By:   
Name: Elaine Corey  
Chair, Board of Directors

ATTEST  


4/26/17  
Date

BOULDER VALLEY SCHOOL DISTRICT RE-2

By: \_\_\_\_\_

  
Sam Fuqua, President  
Board of Education

ATTEST:

  
\_\_\_\_\_  
Laura Shafer, Secretary

4/25/2017  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
School District Attorney

## **Exhibit K - Updated 3-13-17 with CDE Input**

### **REQUEST FOR WAIVER OF COLORADO REVISED STATUTES**

#### **Waiver of Certain Colorado Statutes 2015**

Pursuant to the Charter Schools Act, the Boulder Valley School District RE-2 and Summit request waivers of certain Colorado Revised Statutes listed below. For waivers that are not automatic under Colorado Department of Education policy, an explanation for each waiver is provided.

#### **Summit requests waivers for the following statutes:**

##### **Title 22, Article 1**

##### **C.R.S. 22-1-110- Effect of Use of Alcohol and Controlled Substances to be Taught.**

This law requires schools to teach the effects, the social dangers of use, and the unlawful aspects of use of alcohol and controlled substances. (Delegation)

#### **RATIONALE:**

Boulder Valley School District has granted to the Summit Board of Directors the authority to determine the educational program, instructional material, and strategy use to teach these topics, as well as the extent to which these topics will be integrated into the curriculum.

#### **MANNER IN WHICH SUMMIT WILL COMPLY**

Summit is responsible for identifying the instructional materials and strategies used to teach these topics. Summit is still responsible for teaching these topics and includes them in the curriculum through Health and PE standards.

#### **DURATION OF THE WAIVERS**

Summit requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

#### **FINANCIAL IMPACT**

Summit anticipates the requested waiver will have no financial impact upon the Boulder Valley School District. Summit must operate within its operating budget and the cost of any replacement policy impact has been included in the budget.

#### **HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of this waiver will be measured by the performance criteria and assessments that apply to Summit, as per the Charter School Agreement.

#### **EXPECTED OUTCOME**

As a result of this waiver, Summit will be able to implement its curriculum and ensure that it meets Summit's standards.

**C.R.S. 22-32-109(1)(n)(I) - Local Boards of Education -Specific Duties/School Calendar.** This law requires local boards of education to determine the length of time which the schools of the district will be in session.

**C.R.S. 22-32-109(1)(n)(II)(B) Adopt District Calendar**

**C.R.S. 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours**

#### **RATIONALE**

Summit will prescribe its own school calendar.

#### **MANNER IN WHICH SUMMIT WILL COMPLY**

Prior to the beginning of the school year, Summit is responsible for setting its own calendar which is applicable to Summit. Summit's calendar may be adopted by the Summit Board of Directors, administration, or a combination thereof. Summit meets or exceeds the number of hours required by state law.

#### **DURATION OF THE WAIVERS**

Summit requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

#### **FINANCIAL IMPACT**

Summit anticipates that the requested waiver will have no financial impact on the Boulder Valley school district. Summit must operate within its budget and the cost of any replacement policy impact has been included in the budget.

#### **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 Summit, as per the Charter School Agreement.

#### **EXPECTED OUTCOME**

Prior to the beginning of the school year, Summit will set Summit's calendar, and a copy of the calendar will be provided to the parents or guardians of all children enrolled in Summit.

**CR.S. 22-32-109.7- Local Boards of Education -Specific Duties -Employment of Personnel.**

This law specifies the duties of local boards with regard to conducting background checks of employees, including criminal background check and contacts with previous employers.

**CR.S. 22-32-109.8 -Applicants Selected for Non-Licensed Positions -Submittal of Form and Fingerprints -Prohibition Against Employing Persons Failing to Comply.** This law requires local boards of education to require potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing.

## **Exhibit K - Updated 3-13-17 with CDE Input**

### **REQUEST FOR WAIVER OF COLORADO REVISED STATUTES**

#### **Waiver of Certain Colorado Statutes 2015**

Pursuant to the Charter Schools Act, the Boulder Valley School District RE-2 and Summit request waivers of certain Colorado Revised Statutes listed below. For waivers that are not automatic under Colorado Department of Education policy, an explanation for each waiver is provided.

#### **Summit requests waivers for the following statutes:**

##### **Title 22, Article 1**

##### **C.R.S. 22-1-110- Effect of Use of Alcohol and Controlled Substances to be Taught.**

This law requires schools to teach the effects, the social dangers of use, and the unlawful aspects of use of alcohol and controlled substances. (Delegation)

#### **RATIONALE:**

Boulder Valley School District has granted to the Summit Board of Directors the authority to determine the educational program, instructional material, and strategy use to teach these topics, as well as the extent to which these topics will be integrated into the curriculum.

#### **MANNER IN WHICH SUMMIT WILL COMPLY**

Summit is responsible for identifying the instructional materials and strategies used to teach these topics. Summit is still responsible for teaching these topics and includes them in the curriculum through Health and PE standards.

#### **DURATION OF THE WAIVERS**

Summit requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

#### **FINANCIAL IMPACT**

Summit anticipates the requested waiver will have no financial impact upon the Boulder Valley School District. Summit must operate within its operating budget and the cost of any replacement policy impact has been included in the budget.

#### **HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of this waiver will be measured by the performance criteria and assessments that apply to Summit, as per the Charter School Agreement.

#### **EXPECTED OUTCOME**

As a result of this waiver, Summit will be able to implement its curriculum and ensure that it meets Summit's standards.

**CR.S. 22-32-109.9 -Licensed Personnel -Submittal of Fingerprints.** This law requires local boards of education to require fingerprints from any licensed personnel employed on or after January 1, 1991, whom the district believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment.

#### **RATIONALE**

The Summit Board of Directors is responsible for hiring Summit's employees. As part of that duty, Summit, rather than Boulder Valley School District, checks references from previous employers and arranges for background checks and fingerprinting of employees.

#### **MANNER IN WHICH SUMMIT WILL COMPLY**

Summit, rather than Boulder Valley School District, conducts background checks of employees, including criminal background check and contacts with previous employers. It requires potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing. The school also requires fingerprints from any licensed personnel employed on or after January 1, 1991, whom the school believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment.

#### **DURATION OF THE WAIVERS**

Summit requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

#### **FINANCIAL IMPACT**

Summit anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Summit must operate within its budget and the cost of any replacement policy impact has been included in the budget

#### **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 Summit, as per the Charter School Agreement.

#### **EXPECTED OUTCOME**

As a result of these waivers, Summit will select and employ its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

#### **CR.S. 22-32-120 - Food Services.**

This law gives local boards of education the power to establish, maintain, equip and operate a food-service facility and sets minimum requirements for the operation of such a facility.

#### **RATIONALE**

Summit has the option to contract with BVSD or with a private provider for the operation and maintenance of food service and lunch programs.

### **MANNER IN WHICH SUMMIT WILL COMPLY**

Summit will provide a lunch program for students that offers a range of healthy, appetizing choices of food.

### **DURATION OF THE WAIVERS**

Summit requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT** Summit anticipates that the requested waiver will have no financial impact on the Boulder Valley School District. Summit must operate within its budget and the cost of any replacement policy impact has been included in the budget.

### **HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of this waiver will be measured by the performance criteria and assessments that apply to Summit, as per the Charter School Agreement.

### **EXPECTED OUTCOME**

As a result of this waiver, Summit will operate its own lunch program for the benefit of Summit's students, teachers, and staff.

### **C.R.S. 22-32-109(l)(jj)- Principal Training**

This law gives local boards of education the power to identify areas where principals need further training or development and the authority to assist the principals with that training or development.

### **RATIONALE**

Summit is responsible for its own personnel including employing its own staff and establishing its own policies, regulations, terms of employment and providing its own training.

### **MANNER IN WHICH SUMMIT WILL COMPLY**

The Summit Board of Directors is responsible for working with the Summit principal to help identify areas for further training and development and to assist the principal with that training and development.

### **DURATION OF THE WAIVER**

Summit requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

### **FINANCIAL IMPACT**

Summit anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Summit must operate within its budget and the cost of any replacement policy impact has been included in the budget.

### **HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED**

The impact of the waiver will be measured by the performance criteria and assessments that apply to Summit, as per the Charter School Agreement.

### **EXPECTED OUTCOME**

Summit will provide professional development for its own principal.

**CR.S. 22-32-109.9 -Licensed Personnel -Submittal of Fingerprints.** This law requires local boards of education to require fingerprints from any licensed personnel employed on or after January 1, 1991, whom the district believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment.

#### **RATIONALE**

The Summit Board of Directors is responsible for hiring Summit's employees. As part of that duty, Summit, rather than Boulder Valley School District, checks references from previous employers and arranges for background checks and fingerprinting of employees.

#### **MANNER IN WHICH SUMMIT WILL COMPLY**

Summit, rather than Boulder Valley School District, conducts background checks of employees, including criminal background check and contacts with previous employers. It requires potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing. The school also requires fingerprints from any licensed personnel employed on or after January 1, 1991, whom the school believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment.

#### **DURATION OF THE WAIVERS**

Summit requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

#### **FINANCIAL IMPACT**

Summit anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Summit must operate within its budget and the cost of any replacement policy impact has been included in the budget

#### **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 Summit, as per the Charter School Agreement.

#### **EXPECTED OUTCOME**

As a result of these waivers, Summit will select and employ its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

#### **CR.S. 22-32-120 - Food Services.**

This law gives local boards of education the power to establish, maintain, equip and operate a food-service facility and sets minimum requirements for the operation of such a facility.

#### **RATIONALE**

Summit has the option to contract with BVSD or with a private provider for the operation and maintenance of food service and lunch programs.



**C.R.S. 22-9-106 Local Board Duties Concerning Performance Evaluation-Evaluations for Licensed Personnel** This law requires local boards of education to adopt a written system to evaluate the employment of performance of licensed personnel and specifies required components of such an evaluation system

**RATIONALE**

Summit has its own performance evaluation process, consistent with the Charter School Agreement. We have an evaluation system in place, staff is trained on it and there are clear standards of evaluation.

**MANNER IN WHICH SUMMIT WILL COMPLY** Summit's teacher evaluation plan has been included in the Personnel Policies as part of the Charter School Agreement.

**DURATION OF WAIVERS** Summit requests the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education

**FINANCIAL IMPACT**

Summit anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Summit must operate within its budget and the cost of any replacement policy has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

Strong teacher performance is critical to the success of Summit. The impact of this waiver will be measured by performance assessments and criteria applied to Summit, as per the Charter School Agreement.

**EXPECTED OUTCOME**

Summit will be able to utilize an effective teacher evaluation system uniquely tailored to Summit's program and expectations.

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

This law prohibits a local board of education from entering an employment contract with any person as a teacher unless such person holds a provisional or professional teacher's license or authorization. (Substantive)

**C.R. 22-63-203- Teacher Employment Act- Requirements for Probationary Teacher Renewal & Nonrenewal.**

This law relates to employment of probationary teachers, teachers employed during the first three years of their full-time continuous employment with a school district. (Substantive)

**C.R. 22-63-206 Teacher Employment Act-Transfer of Teachers.**

This law gives school districts the authority to transfer teachers from one school, position, or grade level to another within the district and addresses the compensation of teachers who are transferred.(Substantive)

**C.R.S. 22-63-202 Teacher Employment Act- Contracts in writing, damage provision.**

This law requires every employment contract entered into by a teacher or chief administrative officer for the performance of services for a school district to be in writing and contain a damage provision if the individual breaches or refuses to perform services pursuant to the contract. (Substantive)

## **RATIONALE**

Summit is responsible for its own personnel and employment matters such as terms and conditions of employment, rules, regulations, training and policies. Summit must be able to terminate employees who cannot meet the standards set by Summit to successfully deliver its educational programs.

## **MANNER IN WHICH SUMMIT WILL COMPLY**

Summit's administration hires teachers on an "at will" basis and follows all applicable laws. The Summit administration is responsible for all teacher employment matters and teachers and staff may be terminated due to poor performance. All teachers hired will satisfy definition of highly qualified.

## **DURATION OF WAIVERS**

Summit requests the waivers to be in effect for the duration of its contract with Boulder Valley Board of Education.

## **FINANCIAL IMPACT**

Summit anticipates the requested waiver will have no financial impact upon Boulder Valley School District. Summit must act within its budget and the cost of any replacement policy has been included in the budget.

## **HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED**

The Impact of the waiver will be measured by assessments and performance criteria and assessments that apply to Summit, as per the Charter School Agreement.

## **EXPECTED OUTCOME**

As a result of these waivers, Summit will, as per the terms and conditions of the Charter School Agreement, be able to select and employ superior teachers who support Summit's educational programming. In this way, teachers are held accountable to the Summit community. Summit will have the ability to terminate employees who are not performing to the standards set by Summit personnel policies.

## **C.R.S. 22-2-112 (1q)(i) Commissioner Duties**

This law requires Charter School or designated head of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school.

## **RATIONALE**

because we perform our own evaluation tools and system we are not required or wanting to produce evaluation ratings as required by the commissioner.

## **MANNER IN WHICH SUMMIT WILL COMPLY**

Summit will not report evaluation ratings and has its own system of evaluation which is understood by employees, which they are trained with and which has clear standards of evaluation.

## **DURATION OF WAIVERS**

Summit requests the waivers to be in effect for the duration of its contract with Boulder Valley Board of Education.

**C.R.S. 22-9-106 Local Board Duties Concerning Performance Evaluation-Evaluations for Licensed Personnel** This law requires local boards of education to adopt a written system to evaluate the employment of performance of licensed personnel and specifies required components of such an evaluation system

**RATIONALE**

Summit has its own performance evaluation process, consistent with the Charter School Agreement. We have an evaluation system in place, staff is trained on it and there are clear standards of evaluation.

**MANNER IN WHICH SUMMIT WILL COMPLY** Summit's teacher evaluation plan has been included in the Personnel Policies as part of the Charter School Agreement.

**DURATION OF WAIVERS** Summit requests the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education

**FINANCIAL IMPACT**

Summit anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Summit must operate within its budget and the cost of any replacement policy has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

Strong teacher performance is critical to the success of Summit. The impact of this waiver will be measured by performance assessments and criteria applied to Summit, as per the Charter School Agreement.

**EXPECTED OUTCOME**

Summit will be able to utilize an effective teacher evaluation system uniquely tailored to Summit's program and expectations.

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

This law prohibits a local board of education from entering an employment contract with any person as a teacher unless such person holds a provisional or professional teacher's license or authorization. (Substantive)

**C.R. 22-63-203- Teacher Employment Act- Requirements for Probationary Teacher Renewal & Nonrenewal.**

This law relates to employment of probationary teachers, teachers employed during the first three years of their full-time continuous employment with a school district. (Substantive)

**C.R. 22-63-206 Teacher Employment Act-Transfer of Teachers.**

This law gives school districts the authority to transfer teachers from one school, position, or grade level to another within the district and addresses the compensation of teachers who are transferred.(Substantive)

**C.R.S. 22-63-202 Teacher Employment Act- Contracts in writing, damage provision.**

This law requires every employment contract entered into by a teacher or chief administrative officer for the performance of services for a school district to be in writing and contain a damage provision if the individual breaches or refuses to perform services pursuant to the contract. (Substantive)

### **FINANCIAL IMPACT**

Summit anticipates the requested waiver will have no financial impact upon Boulder Valley School District. Summit is must act within its budget and the cost of any replacement policy has been included in the budget.

### **HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED**

The Impact of the waiver will be measured by assessments and performance criteria and assessments that apply to Summit, as per the Charter School Agreement.

### **EXPECTED OUTCOME**

As a result of these waivers, Summit will, as per the terms and conditions of the Charter School Agreement, be able to select and employ superior teachers who support Summit's educational programming. In this way, teachers are held accountable to the Summit community.

### **Notwithstanding the above waivers, Summit will abide by the following:**

Federal and State laws regarding nondiscrimination in staff recruitment, hiring, assignments, and promotion, including C.R.S. 22-30.5-104(3). Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, which require that there be a mechanism for employees to complain about alleged discrimination. Colorado Public Employees Retirement Association (PERA) and workers' compensation statutes. Fair Labor Standards Act. Title VI of the Civil Rights Act of 1964. Title IX of the Education Amendments of 1972. Federal, state, and local laws regarding a drug-free workplace.



**COLORADO**  
Department of Education

201 East Colfax Avenue  
Denver, CO 80203-1799

MEMO

To: State Board of Education  
From: Brian Martin, Operations Manager, SOC, CDE  
Re: Charter school waiver request from Boulder Valley School District on behalf of Summit Middle School

Date: May 29, 2017

Attached please find information to support the action item regarding the charter waiver request from Boulder Valley School District on behalf of Summit Middle School pursuant to C.R.S. 22-30.5-104, C.R.S. The board has been asked to approve or deny this request at the June state board meeting.

This action item includes:

- A waiver request from Boulder Valley School District on behalf of Summit Middle School.
- Summit Middle School requests the following non-automatic waivers in addition to those automatically granted:
  - 22-1-110, C.R.S. Effect of use of alcohol and controlled substances to be taught
  - 22-32-109(1)(n)(I), C.R.S. Board of Education-Specific Duties/School Calendar
  - 22-32-109(1)(n)(II)(B), C.R.S. Adopt District Calendar
  - 22-32-109(1)(n)(II)(A), C.R.S. Determine teacher-pupil contact hours
  - 22-32-109.7, C.R.S. Local Boards of Education -Specific Duties - Employment of Personnel
  - 22-32-109.8, C.R.S. Applicants Selected for Non-Licensed Positions - Submittal of Form and Fingerprints
  - 22-32-109.9, C.R.S. Submittal of Fingerprints
  - 22-32-120, C.R.S. Food Services
  - 22-32-109(I)(jj), C.R.S. Principal training
  - 22-9-106 Local Board Duties concerning Performance Evaluation for Licensed Personnel
  - 22-63-201, C.R.S. Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate
  - 22-63-203, C.R.S. Teacher Employment Act- Requirements for probationary teacher, renewal & nonrenewal
  - 22-63-206, C.R.S. Teacher Employment Act-Transfer of teachers
  - 22-63-202, C.R.S. Teacher Employment Act - Contracts in writing, damage provision
  - 22-2-112(1)(q)(I), C.R.S. Commissioner-Duties



- CDE staff has reviewed the charter contract and waiver addendum.
  - This charter school has been renewed through contract term of 2017-2026.
  - If approved, these waivers would be effective through the term of the school's charter contract with Boulder Valley School District.
  - See BoardDocs for the charter school's waiver addendum that includes the requested non-automatic waivers and their replacement plans.

Action Needed at Board Meeting:

- A vote from board members on whether to approve or deny the waiver request from Summit Middle School for the non-automatic waivers listed above.
- If the chartering local board of education and the charter school do not receive notice of the state board's decision within 45 days after submittal of the request for release, the request shall be deemed granted. (22-30.5-105(3), C.R.S.)

