



10850 East Woodmen Road • Falcon, CO 80831
Tel: 719-495-1100 • Fax: 719-494-8900

Mission Statement

To prepare students, in a safe and caring environment, to be successful, competent and productive citizens in a global society.

AGENDA
SPECIAL BOARD OF EDUCATION MEETING
October 21, 2015
6:30 p.m.
Education Service Center - Board Room

- 1.00 Call to Order and Roll Call**
- 2.00 Welcome and Pledge of Allegiance**
- 3.00 Approval of Agenda**
- 4.00 Open Forum (3 minute time limit for each speaker)**
- 5.00 Action Items**
 - 5.01 Action on Power Tech and Trade Academy Charter School Contract
- 6.00 Other Business**
- 7.00 Adjournment**

DATE OF POSTING: October 14, 2015

Donna Richer
Executive Assistant to the Board of Education



BOARD OF EDUCATION AGENDA ITEM 5.01

BOARD MEETING OF:	October 21, 2015
PREPARED BY:	Andy Franko, iConnect Zone Leader
TITLE OF AGENDA ITEM:	Approval of PTEC Contract
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

Approval of the PTEC application has placed the proposed charter school in the contracting phase. Legal representatives with the input of District and applicant administration have worked to establish an agreeable contract.

RATIONALE:

The contract meets the best practice standards District 49 has applied in other charter contracts.

RELEVANT DATA AND EXPECTED OUTCOMES:

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	Approval of the PTEC contract solidifies the opening of a trades and workforce readiness focused school in the district.
Rock #5 — Customize our educational systems to launch each student toward success	Approval of the PTEC contract opens the doors for new learning opportunities.

FUNDING REQUIRED: N/A

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the contract between District 49 and Power Technical & Trade Academy as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: October 12, 2015

POWER TECH AND TRADE ACADEMY

CHARTER SCHOOL CONTRACT

This Charter School Contract (“Contract”), dated effective as of ___ day of October, 2015, is made and entered into by and between Falcon School District No. 49 (“District”) and James Irwin Charter Schools, a Colorado Charter School Collaborative and public charter school organized as a Colorado non-profit corporation (“JICS” or “Collaborative”). The District and JIS are collectively referred to herein as the “Parties”. JICS will operate a public charter school with the name of Power Technical Early College (“PTEC” or “the School”). PTEC will operate under a unique school code and shall keep and maintain records and financial accounts separate from the other operations of JICS.

SECTION ONE: RECITALS

- 1.1. WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act (“Act”), C.R.S. §§ 22-30.5-101 *et seq.*, for certain purposes as enumerated in C.R.S. §§ 22-30.5-102(2) & (3); and
- 1.2. WHEREAS, on July 9, 2015, the School District’s Board of Education (“Board”) approved PTEC’s charter application and directed a Contract be negotiated; and
- 1.3. WHEREAS, PTEC seeks approval of its charter and contract and desires certain waivers from School District policies/regulations and state law/rules, attached and incorporated herein as Attachments 6 and 7 respectively; and
- 1.4. WHEREAS, the Board has the authority to waive School District policies and regulations only to the extent permitted by law; and;
- 1.5. WHEREAS, the authority of the Board, as approved by the State Board of Education, to provide waivers from the requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes;

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

SECTION TWO: ESTABLISHMENT OF SCHOOL

- 2.1. **Term.** This Contract is effective as of July 1, 2016 and shall continue through June 30, 2021. Although this Contract is for operation of the Charter School for a period of five years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding PTEC or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. The

Parties agree that either party may reopen negotiations of Section 3.2(L), and only that section, one time after May 1, 2018 and before August 1, 2018. If either party desires to reopen negotiations of Section 3.2(L) they shall send notice to the other party within the timeframe stated herein. Negotiations shall concluded within 90 days of one party sending notice of their desire to open negations. Any section of this Contract may be renegotiated by mutual consent.

- 2.2. **Charter School Legal Status.** JICS has been recognized as a Section 501(c)(3) tax-exempt entity by the Internal Revenue Service. Unless the parties agree otherwise in writing, JICS shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The School shall notify the District promptly of any change in its corporate and/or tax-exempt status. The Parties acknowledged that JICS may request to transfer this Contract to another Colorado nonprofit corporation whose sole member is JICS. The District agrees to consider such transfer within thirty (30) days of JICS making such written request and the District will not unreasonably deny the request.

The School is organized and maintained as a separate legal entity from the District for all purposes of the Contract. As provided by the Charter Schools Act, PTEC shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by PTEC are considered to be operated by PTEC as part of the District. As such, PTEC is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.5 of this Contract. Further, PTEC is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

SECTION THREE: DISTRICT-SCHOOL RELATIONSHIP

3.1. District Rights and Responsibilities.

- A. Right to Review. PTEC shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to the Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:
- i. School records including, but not limited to, student cumulative files, policies, special education and related services;
 - ii. Financial records;

- iii. Educational program, including test administration procedures and student protocols;
- iv. Criminal background check verifications;
- v. PTEC's operations, including health, safety and occupancy requirements; and,
- vi. Inspection of the PTEC facility.

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

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting communication with the School's attorney concerning a matter that is protect by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes or subject to the work product exception relating to negotiations with the District.

- B. Complaints. The District agrees to notify the School regarding any material complaints about the governance, safety or contractual compliance of the School that the District receives within three (3) working days of the receipt of the complaint by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity. The District further agrees to direct any complaining party to the School's internal grievance policy, so that the School and the complaining party may address the complaint at the School level, prior to any involvement by the District. Any written complaint shall be provided to the School as soon as possible but no later than three (3) days after receipt by the District.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect the health and safety of the School's students.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that the District receives from the State or other sources, including but not limited to, test scores, Elementary and Secondary Education Act (ESEA) school improvement status, , accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School data used by the Colorado Department of Education ("CDE") to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment,

provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

- F. Access to Student Records. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.
- G. District Responsibility to Report Costs/Accounting to the School. Within ninety (90) days after the end of each fiscal year, the District shall provide to the School the costs of services actually provided to the School from among the District's central administrative overhead costs and any direct costs that were charged to the School in accordance with the provisions of C.R.S. § 22-30.5-112(2)(a.4)(I,II). Pursuant to subsection -112(2)(a.4)(II), any difference between the amount initially charged to the charter school and the actual cost shall be reconciled and paid to the owed party. Projected cost figures for any service to be purchased by the School from the District shall be provided to the School during its budget formulation phase.
- H. Reasonable Assistance. The District shall, within three business days, provide all requested signatures and, when necessary, all requested supporting documentation in order to permit the School to apply for any state, federal, or charitable grant of the School's election.

3.2. **School's Rights and Responsibilities.**

- A. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the School's student information system. In addition, the School shall ensure that records for student enrolling in other Schools are transferred in a timely manner. Financial records shall be posted in accordance with the Financial Transparency Act (C.R.S. §§22-44-301 *et seq.*) and reconciled at least monthly. All records shall be maintained at the School or at JICS's primary office and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any record as part of its oversight responsibility or to address compliance requirements.

- B. Notifications provided to the District. The School shall timely notify the District (and other appropriate authorities) in the following situations:
- i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - ii. Any complaints filed against the School by any governmental agency.

Immediate notice. The School shall immediately notify the District of any of the following:

- i. Conditions that may cause PTEC to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
 - ii. Any circumstance requiring the closure of PTEC, including, but not limited to, a natural disaster such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction or damage to School facilities;
 - iii. The arrest of any member of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
 - iv. Misappropriation of funds;
 - v. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, or
 - vi. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.
- C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that PTEC has obtained waivers from state law and regulations and District policies in accordance with Section 5.5 of this Contract. A list of some, but not all, of the federal and state laws with which the School must comply are listed in Attachment 3.
- D. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due, unless previously coordinated with the District, may constitute a material violation of the Contract, and the District may take actions outlined in Section 3.6.
- i. Accreditation report, including the Unified Improvement Plan, in accordance with state requirements.

- ii. Annual Performance Report (APR) to include:
 - a. Quarterly reports, due within 30 days after each quarter, or October 30, January 30, April 30, and July 30, that include:
 - 1. Quarterly projected and actual enrollment
 - 2. Quarterly financial reports
 - 3. Governance information to include the charter school board roster and contact information, signed board disclosure/conflict of interest forms for each board member and policies addressing conflicts of interest, nepotism, excess benefits, and discrimination by October 30.
 - 4. Anything else as may be included in the District's Annual Performance Report and required of its charter schools.
 - iii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. §§22-44-301 *et seq.* (including current year budget and the two immediately prior two years' budgets).
 - 1. Proposed Budget-due April 15
 - 2. PTEC Board approved budget-due June 1
 - 3. Annual Audit-due October 15
 - 4. End of the year balance- due August 20
 - iv. School calendar – due June 1
 - v. Insurance certification – due September 1

E. Reserved.

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

Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

- G. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations Act, the Charter Schools Act, and/or the Charter School Collaboratives Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the School shall include a requirement the each Board member annually sign a conflict of interest disclosure, which shall, at a minimum, meet the requirements set forth in Attachment 4.
- H. District-School Dispute Resolution. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section; unless specifically otherwise provided. All timelines in this Section may be extended by mutual agreement:
- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance that may be directly affected by such dispute.
 - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
 - iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the boards of the School and the District for their consideration. The submission to the boards shall be made in writing to the other party and to the board Presidents for delivery to the boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both boards are required to place the item on the agenda at the earliest meetings for discussion by the respective boards. The board Presidents are required to inform each other in writing of any resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The board Presidents may elect to meet to identify possible solutions.

- iv. In the event that the matter is not resolved by the Boards, then the matter shall be submitted by either party to non-binding mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.
 - v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. The parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.
 - vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.
 - vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such an effect.
 - viii. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation opinion.
- I. Other Remedies. If the School is subject to nonrenewal or revocation pursuant to C.R.S. § 22-30.5-110(3), state or federal laws or regulations, or if the District has finally adjudicated that the School materially breached the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than that described in Section 3.2.K (Emergency Powers), the District shall send a notice of breach and provide the School an opportunity to cure. The notice shall state the deficiency and the basis (evidence), provide an opportunity for the School to contest the deficiency, and indicate a reasonable timeframe for remedying the deficiency and the expected results. Unless extraordinary circumstances dictate a different period, the School shall have thirty (30) days from receipt of notice to cure any perceived deficiency.

- i. Withholding up to Eight percent (8%) of Funds Due to the School. This remedy may be applied in situations where the School could reasonably

take actions to remedy the breach prior to the withholding of funds. These situations include, but are not limited to, failure to submit reports listed in Section 3.2.D by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirement of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(9).

- ii. Submission of Plan to Remedy Deficiency. At the request of the District, the School shall develop a remediation plan to cure a deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the charter board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the charter board and the District's board with periodic reports of progress. The District may request the School to review and revise the plan if it reasonably determines it is not effective in remedying the deficiency. This remedy may be applied if the School fails to 1) make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, 2) achieve District accreditation requirements, 3) implement its educational program after a reasonable period of time, or 4) complete two (2) or more required reports by the established deadlines.
- J. District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate the dispute resolution procedures of Section 3.2.H, file an appeal with the State Board, or seek other remedies provided by law.
- K. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.
- L. Contracts with Third Parties. The District acknowledges the autonomy of the School to enter into contracts to meet the various needs of the School. The School acknowledges that the District must provide financial oversight of the School. The School agrees that all contracts, including, but not limited to contracts for educational services, business or charter management, employee or employee equivalents, professional services, products, equipment, or any other contract is subject to review by the District prior to being entered into by the School. This process shall be governed in accordance with Exhibit 10 entitled, Right to Support or Not Support Contracts.

SECTION FOUR: SCHOOL GOVERNANCE

- 4.1. **Governance.** The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The School Board's policies shall provide for governance of the operation of the School consistent with this Contract. The governing board shall operate in accordance with these

documents. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 to 7-137-301, or the Colorado Charter School Collaboratives Act, C.R.S. Sec. 22-30.5-601 to 22-30.5-605 in amending its articles of incorporation and bylaws. The bylaws or policies of the School shall include a requirement that each charter school board member annually sign a conflict of interest disclosure. The School agrees that its articles, bylaws, policies, operating agreement with an educational service provider (ESP), and any other documents or practices shall comply with the Charter Schools Act, the Colorado Revised Nonprofit Corporation Act, the Open Meetings Law, the Open Records Act, and all other Colorado or federal law that applies to the School or its operation as a charter school in Colorado. The School further agrees that any changes to any documents that affect the fundamental governance of the School must be reviewed and approved by the District prior to such changes becoming effective.

- 4.2. **Corporate Purpose.** The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 *et seq.*
- 4.3. **Transparency.** The School shall make its Board-adopted policies, meeting agendas, minutes, and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.
- 4.4. **Administrator Evaluation.** The governing board shall conduct a performance evaluation of the school's lead administrator at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Agreement.
- 4.5. **School Dashboard and Annual Performance Report.** The School's Board shall develop a school dashboard that reflects the Board's focus on specific measures and metrics to determine the overall success of the School. This dashboard shall be reported quarterly to the District and included in the Annual Performance Report.
- 4.6. **Complaints.** The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the PTEC Board of Directors, not the District's Board of Education.
- 4.7. **Contracting for Core Educational Services.**
 - A. The District acknowledges that the School will be operated as part of the James Irwin Charter Schools Collaborative. With respect to this operation, no management contract will be required. Further, it may in the future contract with a EMP for implementation of parts of its core educational program if approved pursuant to Exhibit 10, Right to Support or Not Support Contracts. Upon written authorization by the District, the School shall have the authority to enter into the necessary contracts to the full extent permitted by state law.

- B. Notwithstanding section 4.7.A of this Contract, the School may negotiate and contract with a school food authority, or any third party for the use, operation and maintenance of a school building and grounds, the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.
- 4.8. **Board Training.** The School's Board shall adopt policy for its annual training plan. Further, each charter board member will satisfactorily complete charter school governing board training modules online [<http://onlinelearning.enetcolorado.org/>] and report progress on module completion at least annually by June 1 or comparable training within the discretion of the School and at the expense of the School, within a year of executing this Contract (for those members currently serving on the Board) or being seated on the Board (for all future board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report compiled by the District.

SECTION FIVE: OPERATION OF SCHOOL AND WAIVERS

- 5.1. **Operational Powers.** The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; procure insurance; lease or otherwise acquire facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; and 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, adoption of policies and bylaws consistent with the terms of this Contract.
- 5.2. **Transportation.** The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. However, students attending the School may utilize transportation provided by the District on the same terms as students attending District operated schools. Transportation of special education students who require transportation on a related service shall be provided by the district consistent with the service agreement by which the district will serve students at PTEC with special needs (those with Individualized Education Plans).
- 5.3. **Food Services.** The District and the School acknowledge and agree that foodservices are not required to be provided to students attending the School. If requested to do so by the School, the District shall consult with the School to provide school meals, including free and reduced price meals, in a manner determined by the District and in accordance with Board policy and applicable federal and state laws. The costs associated with all food services shall be borne by the School.

5.4. **Insurance.** During the term of this Contract, the School shall maintain insurance coverage either purchased in its own right or through the District. Such insurance shall at a minimum include the following:

A. Commercial General Liability: School will maintain commercial general liability insurance covering all operations by or on behalf of the School, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:

i. Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

ii. Coverages:

- Occurrence form
- Products and completed operations coverage
- Personal injury
- Contractual liability
- Defense in addition to the limits of liability
- Sexual abuse and misconduct coverage
- Coverage for athletic participants, if the School participates in athletic programs
- Special events coverage
- Severability of interests provision
- Additional insured endorsement on behalf of the District

B. Automobile Liability: School will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and nonowned autos):

i. Minimum Limits:

- a. \$1,000,000 combined single limit each accident

ii. Coverages:

- a. Additional insured endorsement on behalf of the District
- b. Excess coverage for employees as insured using personal vehicles on School business

C. Workers' Compensation Insurance: School will maintain workers' compensation insurance, including occupational disease provisions covering the School in accordance with applicable state laws and employer's liability insurance:

i. Minimum Limits:

- a. Workers' compensation – statutory limits

- b. Employer's liability: \$250,000 bodily injury for each accident; \$250,000 each employee for disease and \$500,000 disease aggregate.
- D. Educators' Legal Liability: During the term of the Charter Contract, the School shall maintain Educators' Legal Liability Insurance covering its professional errors and omissions with a limit of not less than \$2,000,000 per claim/aggregate. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased (an umbrella policy may be used to meet the limits requirement).
- E. Directors and Officers Liability: During the term of the Charter Contract, School shall maintain Directors and Officers Liability Insurance covering the wrongful acts, errors and omissions of its governing Board arising out of the administration of the School with a limit of not less than \$2,000,000 per claim/aggregate. This coverage may be included in the Educators' Legal Liability coverage. Coverage shall also include Employment Practices Liability. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased.
- F. Excess/Umbrella Liability: School shall maintain umbrella/excess liability on an occurrence basis in excess of general liability, auto liability, employer's liability insurance described above, and, if available, excess of the Educators' Legal Liability and Directors and Officers Liability such that the total coverage for each policy combined with the umbrella/excess liability policy has a minimum limit of \$2,000,000.00 for each occurrence and aggregate.
- G. Property Insurance: All property (building and contents) owned or leased by the School will be the responsibility of the School unless otherwise agreed by contract. School will carry property insurance covering its owned or leased property on an all risk form, including replacement cost coverage, equipment breakdown (if applicable), and business interruption/extra expense.
- H. Crime Insurance: School will maintain employee dishonesty coverage in an amount of not less than \$250,000 to protect it from theft of money and securities by employees. Coverage must also include volunteers as employees.

5.5. **Waivers.**

- A. State laws and regulations.
 - i. Automatic Waivers. The District agrees to seek waivers from the State Board of Education of state statutes and regulations that are automatically

approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers. The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 7.

- ii. Additional Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, or when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to seek waivers only if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs.
- iii. Procedures for Additional Waiver Requests. The District Board of Education agrees to jointly request waivers of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 6. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District officials shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request, which shall not be unreasonably withheld, conditioned, delayed or denied. District Board of Education approval of requests to waive state law or regulations shall not be unreasonably withheld. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

5.6. **District Policies**

- A. Automatic Waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school. Through this Contract, the District has delegated this authority to the School. Such automatic waivers from District policy are subject to compliance with all state and federal laws, rules and regulations. In addition, any District policies enacted after the Effective Date of this Contract shall not apply to PTEC

unless and until the School's governing board passes a resolution agreeing to be bound by the same.

- B. Additional Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 6 and any other waivers upon request by the School and approved by the District Board in its discretion, which shall not be unreasonably withheld, conditioned, delayed or denied.
- C. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District administrators shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

SECTION SIX: SCHOOL ENROLLMENT AND DEMOGRAPHICS

- 6.1. **Student Grade Levels.** The School may serve students in grades 6 through 14 and will apply to operate as a Pathways in Technology Early College as defined in C.R.S. §22-35.3 **Pathways in Technology Early College High Schools.** The School may elect to start with a smaller grade span and grow into the full range over time.
- 6.2. **Student Demographics.** The School shall abide by the provisions of the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3). The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School shall make reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall consistently attempt to make reasonable progress toward this goal.
- 6.3. **Minimum Enrollment.** The School's enrollment procedures shall be consistent with C.R.S. § 22-30.5-104(3). The School will have a waiting list when the planned capacity of its facilities is reached. The minimum enrollment is 100 student FTEs, which is determined to be the lowest enrollment necessary for financial viability.
- 6.4. **Eligibility for Enrollment/Admissions.** Students shall be enrolled/considered for admission into the School without regard to race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.
- 6.5. **Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.** The School shall follow admission procedures from Attachment 2 to ensure that the needs of students with disabilities are met. The Parties acknowledge and

agree that some programs of the School include the operation of dangerous machinery, so to the extent allowed by law, JICS may limit participation in programs if necessary for the safety reasons.

- 6.6. **Participation in Other District Programs.** No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.
- 6.7. **Extracurricular Activities.** Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, the School's students may participate in nonacademic 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. Where such participation requires payment of a fee, PTEC or the student shall be responsible for payment of the fee consistent with the policies and practices of PTEC. PTEC students shall not be eligible for enrollment in academic courses at other schools on a part-time basis.
- 6.8. **Student Movement after October 1.** After October 1, any movement of students between the School and any other school, including a school serving the student's resident address that is not operated pursuant to a charter school contract, is subject to an agreement between the School and the superintendent of such school or such superintendent's designee. The School agrees to use the standard applicable administrative transfer process for such students. Requests for transfer from the School to a school serving the student's resident address shall not be unreasonably denied. Notwithstanding anything else herein, the School retains discretion to create and implement its own enrollment policies, consistent with Colorado and federal law. *See* C.R.S. § 22-30.5-104(3) & 7(a).
- 6.9. **Expulsion and Denial of Admission.** The authority to hold expulsion hearings shall remain with the District Board of Education. However, the charter board, or its designee shall make findings of fact and recommendations to the District Chief Education Officer and a decision to expel a student from the District may be appealed to the District Board. Any decision to expel a charter school student by the District Board shall specify which District school(s) the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the District. All costs for truancy shall be paid for by the School. The School may deny admission to a student pursuant to 22-33-106, C.R.S.
- 6.10. **Continuing Enrollment.** Students who enroll in the School shall remain enrolled in the School through the fourteenth grade, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.

- 6.11. **Volunteer Requirements.** Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. The School shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.

SECTION SEVEN: EDUCATIONAL PROGRAM

- 7.1. **Vision.** Students who graduate from PTEC will have the necessary skills to be workforce ready in a world that demands firm mathematical, technological, and communication expertise. Graduates from PTEC will possess the work ethic and positive character traits that will not only allow them to be successful, but also have the fortitude to rise to the top of their respective trades.
- 7.2. **Mission.** The mission of Power Technical Early College is to prepare students to enter the workforce with the skills necessary to be successful in a trade while also having the character and work ethic to become the most valuable members in their chosen trade. These goals will be attained through student and activity centered projects that develop academic, technical and team skills.
- 7.3. **School Goals and Objectives.**

Student Performance. If the School fails to maintain a rating of Performance on the Colorado School Performance Framework, it will be required to submit a corrective action plan to the District. Two (2) consecutive years of ratings below Improvement will entitle the District to pursue non-renewal and/or revocation of the charter contract.

- 7.4. **Educational Program Characteristics.** The School shall implement and maintain the following characteristics of its educational program:

Power Technical Early College shall incorporate plans to operate PTEC as a Pathways in Technology (P-Tech) early college, consistent with current legislation and funding options for Pathways in Technology Early Colleges as specified in Article 35.3 of Title 22 of the Colorado Revised Statutes as may be further revised.

Power Technical Early College is strongly committed to providing an excellent education to a diverse group of students. Our recruitment and policies will strive to attract a population of students that represents the racial, ethnic and socioeconomic diversity of Colorado Springs and the surrounding communities.

PTEC shall align its graduation requirements with District graduation requirements.

PTEC shall identify specific partnerships with local education providers and community organizations to support the mission and vision of PTEC.

The student learning goals, typical student day, pupil evaluation processes, use of school dashboard, and additional school goals shall be as set forth in the original Charter School Application on pages 5-10 therein.

- 7.5. **GED and On-line Programs.** The School's educational program as contained in the Application and reviewed by the District does not include a GED program or online program; accordingly, the School is prohibited from offering such GED or online programs, without permission of the District.
- 7.6. **Curriculum, Instructional Program, and Pupil Performance Standards.** The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.
- 7.7. **English Language Learners.** The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures of identifying, assessing and exiting English language learners.
- 7.8. **Indigent Students.** The School shall waive all applicable fees for indigent students (meaning students who qualify for free lunch under the federal guidelines) in accordance with School District policy/regulations, unless waived, and applicable federal and state 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 comply with all state and federal requirements regarding the provision of services to students eligible for free and reduced lunches if and when the School offers food service.
- 7.9. **Gifted and Talented Students.** The parties agree that the School's curriculum offers the potential of meeting the needs of students identified as gifted and talented. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.
- 7.10. **Education of Students with Disabilities.**
 - A. The District shall provide special education support services to students at the School, except that the School may hire its own special education teacher(s) subject to review of licensing and approval by the Chief Education Officer. The School shall staff its special education program applying the same staffing

formula used within other District schools. Therefore, special education services at the School shall be commensurate with those provided at other District schools. The District shall assign other special education support staff as necessary to meet student needs. Support services shall include psychologists, social workers, nurses, physical therapists, occupational therapists, audiologists, speech therapists, staff development and administrative and office support. Support services do not include legal costs or special education instructional service costs.

- B. A description of the special education services to be provided by the District pursuant to Section 7.10.A above and their cost is provided in Attachment 8. District services for special education shall include, but not be limited to, the District being responsible for providing and paying the cost of defense of any and all charges, complaints, or investigations concerning special education by the Office of Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, it shall be the responsibility of the District.
- C. The School agrees to comply with all Board policies and regulations and the requirements of state and federal laws and regulations concerning the education of students with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- D. The School shall direct the development and/or modification of any IEP for special education students of the School and may request the District's assistance. The District's Executive Director of Exceptional Student 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 shall use District special education forms and procedures and shall document compliance with the requirements of state and federal law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- E. The School's special education teachers are not required to attend, but shall nonetheless be invited to participate in relevant staff meetings, professional development, and trainings sponsored by the District.
- F. The District or the School may identify from time to time changes to the educational program of the School that (1) are reasonably necessary to comply with applicable law for educating students with disabilities, or (2) provide cost savings or other benefits in connection with educating students with disabilities.

After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.

- G. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of state and federal law.

SECTION EIGHT: FINANCIAL MATTERS

8.1. Revenues/Funding.

- A. During the term of this Contract, the parties agree that the School District shall provide funding to the School in the amount of one hundred percent (100%) of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), for each funded FTE pupil enrolled at the School. The District, however, shall retain the actual amount of the School's per pupil share of the central administrative overhead costs for services actually provided to the School; except that such amount shall not exceed five (5%) of the District's PPR for each funded FTE pupil enrolled at the School. The District may also withhold the per pupil costs of services purchased by the School from the District as specified in Attachment 9, to include funds to cover the School's obligation to offset SPED LEA costs and potential risk associated with potential students with "severe" needs, as defined by the District. The term "funded FTE pupil," as used in this Section, shall be deemed to mean a full-time equivalent student enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*, or corresponding provisions in any successor acts, and State Board of Education regulations. Children enrolled in the preschool program shall not be counted in any student count. The funds withheld by the District to cover the actual costs of central administrative overhead, services purchased under this Contract, as specified in Attachment 9, and any actual direct costs as negotiated between the parties prior to the beginning of each fiscal year under this Contract shall be subject to an itemized accounting and presented to the School within ninety (90) days after the end of the fiscal year and shall be reconciled to actual costs for services actually provided within ninety (90) days after the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). If the actual costs of central administration overhead, direct costs, and the costs of services directly purchased by the School are less than the funds withheld, the difference between the amount initially charged to the School and the actual cost shall be paid to the School. Conversely, if the amount withheld is less than the actual costs, the difference shall be repaid to the District on a per pupil basis by withholding over the remainder of the budget year.
- B. Financial Adjustments. Any CDE audits of district pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments from the District to the School, spread out

over the remaining months in the school year, rather than as a “lump sum” in any one month’s distribution.

- C. Mill Levy Funds and Capital Expenditures. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

The School shall re-evaluate its long-term facility needs on or before April 1 of each year in connection with the development of its proposed annual budget. Requests by the School to fund necessary capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy shall be submitted in writing with a capital construction plan as specified in C.R.S. §22-30.5-404(3) and other supporting documentation to the School District’s designee as far in advance of the November election date as possible, and such requests shall be considered and action thereon shall be taken in accordance with governing law. As provided in the Charter Schools Act, funding to the School under this Contract shall be reduced by the amount of any direct payments of principal and interest due on any bonds which may be issued on behalf of the School by a governmental entity other than the School District for the purpose of financing capital construction that were made by the State Treasurer or the School District on behalf of the School. Payment of principal and interest due on any bonds or notes which may be issued on behalf of PTEC by a non-governmental entity will be the responsibility of the School as established by the financing documents, as appropriate.

- D. Federal Categorical Aid. Each year the District shall provide to the School the School’s proportionate share of applicable federal Elementary and Secondary Education Act (ESEA) funding (*e.g.*, Titles I through V) received by the District for which the School is eligible and/or proportionate share of services pursued in a coordinated and collaborative manner – generally to maximize effectiveness through greater scale. When fund distributions are the chosen option, Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.
- E. State Categorical Aid. On or before January 15 of each school year, the District shall provide to the School the School’s proportionate share of applicable state categorical aid (*e.g.*, English Language Proficiency, Gifted and Talented, capital construction funds, or transportation funding) received by the District for which the School is eligible and/or proportionate share of services pursued in a coordinated and collaborative manner – generally to maximize effectiveness through greater scale. When fund distributions are the chosen option, Schools are

eligible for such funds upon approval of their plans for such funds either by the District or CDE, as required.

- F. Significant Changes to the Public School Finance Act. The Parties agree that if the Public School Finance Act of 1994, C.R.S. § 22-54-101 et seq., is significantly changed, then the Parties will re-negotiate the financial portions of this Contract that are affected so that they align with the new public school finance law.
- G. Grant Funding. One hundred percent of any and all revenues from grants applied for and/or received by the School ("Grant Revenues") shall be retained by the School and no such financing shall be due or payable to the District, unless such Grant Revenues are explicitly awarded to the School and the District as joint grant applicants or to the District as the local education agency (LEA), or as otherwise set forth in the terms of the grant award.

8.2. **Disbursement of Per Pupil Revenue.**

- A. For the term of this Contract, funding under this Section will be made available to the School in monthly installments on the 25th of each month, subject to adjustments, deductions and annually contracted services as set forth in Attachment 9 and as provided in this Contract. The School District will transfer and deposit such monthly payments into a separate account established by the School in the financial institution of its choosing.

8.3. **Budget.** The School shall prepare and administer its budget in accordance with the laws and regulations governing charter school budgets and the state mandated chart of accounts. The School shall present its proposed budget to the District on or before May 1 of each year so that the District can review the School's proposed budget for the upcoming fiscal year in order that the amounts may be coordinated in conjunction with the School District's and the School's budget development and adoption process. Any significant changes in adjustments in the amounts withheld by the School District for special education, support and access to District-wide programs, central administrative overhead costs, other direct purchases of services and agreed direct costs necessitated by changes in revenue and/or expenses shall be memorialized in writing. The School's provision of its proposed budget and any subsequent approved revisions shall be submitted to the District along with the Charter Board's resolution approving the budget or budget revision.

8.4. **Enrollment Projections.** The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 30, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official enrollment for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this

Section shall not be used by the District for the purpose of restricting PTEC's enrollment or otherwise inhibiting the growth of PTEC.

- 8.5. **TABOR Reserve.** The School shall maintain its own TABOR reserve.
- 8.6. **Contracting.** The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and PTEC's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District each contract or legal relationship entered into by PTEC shall include the following provisions:
- A. The contractor acknowledges that PTEC is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
 - B. Any financial obligations of PTEC arising out of this agreement are subject to annual appropriation by its Board of Directors.
- 8.7. **Annual Audit and Trial Balance.**
- A. Annual Audit. The School, separate from JICS' other operations, will undergo an independent, outside governmental audit by a certified public accountant, chosen by the School's governing body, of its financial and administrative operations on an annual basis, in accordance with state and CDE rules and regulations. 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. The School will bear the costs of its independent audit. PTEC is aware of the interactive nature of its audit and that of the District and will ensure that its independent auditor cooperates with the District auditor in providing relevant information by October 1 so that both audits might be finalized by October 20. The District, in turn, will attempt to provide preliminary figures associated with the annual itemized accountings for central administrative overhead costs, purchased services and agreed direct costs in advance of the ninety (90) day period from the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). In the event the School fails to provide the financial information to the District in the form and on the dates provided for in this Contract or as otherwise required by the state or federal government, the School District, after providing written notice to the School, may withhold up to ten percent (10%) of any monthly funding flow due the School until such time as PTEC complies with the financial reporting requirements.
 - B. Trial Balance. The School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual audit in accordance with the dates and procedures outlined above. The School shall

transmit any preliminary trial balance reports provided to their auditors at the same time they are sent to their auditors.

- 8.8. **Quarterly Reporting.** The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b) and post required reports pursuant to C.R.S. §22-44-301 *et seq.* Such reports, in addition to a detailed trial balance, shall be submitted to the District no later than twenty-five (25) days following the end of each quarter except that all fourth quarter and year end reports shall be submitted with the annual independent financial audit.
- A. The Parties covenant and agree to cooperate with one another and the officers and agents of each in order to provide such information and assistance as is reasonably necessary to meet all financial reporting deadlines.
- 8.9. **Non-commingling.** Except as may be permitted within the Collaborative pursuant to Colorado law, assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.
- 8.10. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.
- 8.11. **Direct Costs/District Services.** The School shall be responsible for all costs associated with its operations, including the cost of contracting for goods and services. The School may purchase from the School District the services and materials specified in Attachment 9 at the costs as calculated in accordance with provisions of the Charter Schools Act. Costs shall be re-determined each subsequent year this Contract is in effect and attached as addenda to Attachment 9. Annually, when adopting its budgets, The School will commit to purchasing the services it selects from the School District for the entire budget year. If the School wishes to terminate a contracted service during a budget year, it may do so only with mutual agreement with the District. Costs may be adjusted periodically by the School District based upon its then-current budget/forecast and reconciled to actual costs within ninety (90) days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4), and any difference between the amount initially charged to PTEC and the actual cost shall be paid to the owed party in a timely manner. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the school district, unless otherwise waived. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year. The parties mutually recognize that the District is barred from withholding funding for direct costs unless the payment of such costs has been negotiated and memorialized in writing prior to the beginning of each fiscal year.

SECTION NINE: PERSONNEL

9.1. **Employee Matters.** The parties agree that teachers and other staff employed at the School are employees of the School or Collaborative (collectively, the “Employer”), and are not employees of the School District. The Employer will be solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating its employees. No person employed by the Employer shall be considered an employee of the School District by virtue of such employment, and the School District shall have no liability or responsibility for such persons.

A. Hiring of Personnel. Personnel may be selected by the Employer, subject to compliance with all state and federal 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. The Employer may terminate the employment of any personnel without cause and for any reason not prohibited by law.

B. Employee Compensation, Evaluation and Discipline. The Employer shall 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. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the governing board of the Employer and not by the School District’s Board. Nothing in this Section shall be construed to alter the at-will status of any employee of the Employer.

The School shall immediately notify the School District and other appropriate authorities, in accordance with state law, of discipline of employees at PTEC arising from misconduct or behavior that may have resulted in harm to students or others or that may have constituted violations of law or applicable School District policy/regulations.

9.2. **Instructional Providers.** The Employer shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable state and federal laws, rules and regulations (unless waived), including the federal Elementary and Secondary Education Act, as amended or its equivalent.

9.3. **Background Checks, Fingerprinting.** The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable laws, rules and regulations.

SECTION TEN: FACILITIES

10.1. **School Facilities.** The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it, although any leased facilities shall be

subject to the agreement between the School and any appropriate third party as to renovation and maintenance arrangements. If the Board of Education of District 49 declares space in a district facility to be surplus, then PTEC may request access to conduct operations in that space. Absent a surplus declaration, the district and PTEC may enter into a lease agreement for available district space and equipment.

- 10.2. **Use of District Facilities.** The School may not use District facilities for activities and events without prior written consent from the District.
- 10.3. **Impracticability of Use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate. However, should such impracticability occur, the District will look favorably toward allowing PTEC the use of under-utilized District facilities until such time as the impracticability condition is corrected.

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

- 11.1. **Renewal Process.** The School shall submit its renewal application during the 2020-2021 school year in accordance with then-current District procedures and process. The District Board of Education shall act on the renewal application by resolution no later than February 1, 2021, unless the term of this Contract has been previously extended by Board action. Before the District Board takes action, it shall allow a public hearing wherein the School shall have the opportunity to address the Board about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.
- 11.2. **Renewal Application Contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to September 1 of the year in which the application is due.
- 11.3. **Criteria for Renewal or Non-renewal and Revocation.** The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. §22-30.5-110(3), as they exist now or may be amended, or material breach of this Contract. Grounds for termination, revocation, or denial also include, but are not limited, to the following:
 - A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board of Education after which closure or restructuring is required.

- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).
- 11.4. **Termination and Appeal Procedures.** The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education.
- 11.5. **School-initiated Closure.** Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of district choice enrollment dates.
- 11.6. **Dissolution.** In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract and state law. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year, without acquiring any equity interest in the facilities if such facilities are held by another nonprofit entity, under lease to the School. The District's authority hereunder shall include, but not be limited to:
- A. The return and/or disposition of any assets acquired by donation or purchase by the School during the time of its existence, subject to the limitations of Section 11.7 below, and,
- B. Reassignment of students to different schools within the District. School personnel and the School's Board of Directors shall cooperate fully with the winding up of the affairs of the School including convening meetings with the parents at the District's request and counseling with students to facilitate appropriate reassignment.
- 11.7. **Return of Property.** In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the foregoing, the District shall not have the right to retain property owned, or held in the name of any other entity related to PTEC or JICS property that specifically does not belong to the School, JICS property includes but is not limited to any fees earned by JICS for operations of the School). All non-

consumable grants, gifts and donations of assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

SECTION TWELVE: GENERAL PROVISIONS

- 12.1. **Order of Precedence.** In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that the Contract shall take precedence over policies of either Party and the Application, applicable policies of the District Board of Education that have not been waived shall take precedence over policies and practices of the School and the Application, and policies of the School or mutually-acceptable practices developed during the term of the Charter Contract shall take precedence over the Application.
- 12.2. **Amendments.** No amendment of the Contract shall be valid unless ratified in writing by the District Board and the School's Board of Directors and executed by authorized representatives of the Parties.
- 12.3. **Merger.** This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings and discussions are merged herein and are superseded by this Contract.
- 12.4. **Non-assignment.** Neither Party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the Party under this Contract unless the other Party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.
- 12.5. **Governing Law and Enforceability.** This Contract shall be governed and construed according to the Constitution and laws of the State of Colorado and applicable federal laws of the United States. If any provision of this Contract or any application of the Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either Party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The Parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.
- 12.6. **No Third-party Beneficiary.** The enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the School District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

- 12.7. **No Waiver.** The Parties agree that no assent, 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.
- 12.8. **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 acknowledgement of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to 5525 Astrozon Blvd, Colorado Springs, CO 80916, Attn: CEO , in the case of notice being sent to the School, or to the District's Administrative Offices, 10850 East Woodmen Road, Falcon, CO 80831 in the case of notice being sent to the School District. Either Party may change the address for notice by giving written notice to the other Party.
- 12.9. **Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein.
- 12.10. **Interpretation.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and School District policies, regulations, procedures or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Contract and School District policies/regulations shall control over the Application, and that compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise comparable District schools.

[Signature Page Follows]

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

James Irwin Charter Schools

By_____

President, Board of Directors

ATTEST:

Secretary, Board of Directors

FALCON SCHOOL DISTRICT NO. 49

By:_____

President, Board of Education

ATTEST:

Secretary, Board of Education

Approved as to form:

Approved as to form:

School District Attorney

Charter School Attorney



Power Technical & Trade Academy

This document contains information regarding a proposed charter school in Colorado to begin in August of 2016. The school will focus on manufacturing and construction trades for District 49 and the Pikes Peak region. Students graduating from POWER TECHNICAL & TRADE ACADEMY (PTT) would have first level certifications in the manufacturing and construction fields with a strong focus on communication, business ethics, and traditional secondary studies.

*Proposed 6-12
Secondary School
August 2016*

Table of Contents

A. Executive Summary
B. Vision and Mission Statements
C. Goals, Objectives, and Pupil Performance Standards
D. Evidence of Need & Support
E. Educational Program
F. Plan for Evaluating Pupil Performance
G. Budget & Finance
H. Governance
I. Employees
J. Insurance Coverage
K. Parent and Community Involvement
L. Enrollment Policy
M. Transportation and Food Service
N. Facilities
O. Waivers
P. Student Discipline, Expulsion, or Suspension
Q. Serving Students with Special Needs
R. Dispute Resolution Process
S. School Management Contracts
T. Existing School Operators or Replicators
U. Virtual or Online Schools

Attachment 1: ICAP and Student Portfolios

Attachment 2: Enrollment Table

Attachment 3: Letters of Support

Attachment 4: Student Tracks

Attachment 5: Sample Trade Courses

Attachment 6: Common Core Alignment, Research & Curriculum Mapping

Attachment 7: Six-Year Budget

Attachment 8: Sample of Contract with CMO and James Irwin Charter Academy

Attachment 9: Bylaws of James Irwin Charter Schools

Attachment 10: Articles of Incorporation of James Irwin Charter Schools

Attachment 11: Organizational Flowchart

Attachment 12: Biographies of JICS Board

Attachment 13: Conflict of Interest Policy

Attachment 14: Grievance Policy

Attachment 15: Teacher Evaluation Rubric

Attachment 16: JICS Employee Manual

Attachment 17: JICS Board Self-Evaluation

Attachment 18a: Contents of Enrollment Package

Attachment 18b: Request for Confirmation of Enrollment

Attachment 18c: Records Request

Attachment 18d: Withdrawal of Non-returning Student

Attachment 19: State Waiver Rationale and Replacement Plan and District Policy Waivers

Attachment 20: Dress Code

Attachment 21: Code of Conduct

Attachment 22: 501(c)3 Designation

Attachment 23: Academic Results of Other Schools under the Jurisdiction of JICS

Attachment 24: Financial Audits

Attachment 25: Parent Satisfaction Data

A. Executive Summary

According to a recent report by Manpower, despite the high unemployment rates in the United States, the most difficult jobs to fill for the past three years in the U.S. are jobs in the skilled trades. The report goes on to say that the ninth most needed jobs are machinists and machine operators (ManpowerGroup, 2012). This report comes at a time when most public schools are systematically eliminating shop classes in both middle and high schools due a growing emphasis on all students attending four year universities. According to Forbes (2012), schools are graded on the student's ability to participate in the first year of college and the result has been a declining skilled workforce in the trades. The Bureau of Labor Statistics reports that more than one-third of skilled tradesmen are over the age of 50 and for every three tradesmen that retire, there is only one trained to perform that work.

The mission of Power Technical & Trade Academy is to prepare students to enter the workforce with the skills necessary to be successful in a trade while also having the character and work ethic to become the most valuable members in their chosen trade.

The vision of PTT is that students who graduate from this school will have the necessary skills to be workforce ready in a world that demands firm mathematical, technological, and communication expertise. Graduates from PTT will possess the work ethic and positive character traits that will not only allow them to be successful, but to also have the fortitude to rise to the top of their respective trades.

The mission and vision statements were formed in discussion with business leaders and through research on the need for skilled tradesmen in El Paso County, the state of Colorado, and the country.

Power Technical & Trade Academy (PTT) will serve the needs of students who are considering a career in the manufacturing or construction trades; however, students will be prepared to attend college if that is the ultimate goal. The model will be highly replicable since the entire trade curriculum is based on nationally recognized certifications and programs and the traditional academic curricula are aligned to Common Core standards. Beginning in the sixth grade, students will learn how to use simple hand tools, measuring devices, finishes, and fastening systems as well as focus on using simple drafting equipment to create project designs. As the student advances in grades, the lab courses will increase in complexity and more sophisticated tools and machines will be introduced. Using Professional Learning Communities (PLCs), the teaching staff will integrate learning across all courses with the objective of teaching the value of reading, mathematics, history, science, and writing by assimilating trade and academic skills.

During the junior year, students will choose a track in construction or manufacturing. Within the manufacturing track, classes consists of Welding Technology and Machining, while with the construction track, students may choose to focus on Carpentry, Electrical, or Plumbing manufacturing track. The tracks will be expanded in the future as enrollment increases and will be based on industry demand. Some planned tracks for the future include HVAC, Sheet metal Fabrication, Alternative Energy Systems, and tracks related to the medical and dental fields. During the student's senior year, he/she will be required to begin an apprenticeship or on the job practical experience. Throughout the entire seven years of school, students will attend courses designed to teach character, work ethic, personal finance,

and entrepreneurialism. Additionally, time is reserved every Monday morning for student advisory and workforce development.

PTT will be more effective than other schools with the targeted population because it will focus on students who desire a more hands-on approach and wish to pursue this type of work after high school. The academic portion will be closely related to work skills the students need to develop in the trade profession. Although the theoretical side will be taught, the emphasis will be on the application of the knowledge.

PTT will serve grades 6-12 when it is fully operational. The school will begin with grades six through eleven, with 50 students in sixth through ninth grades and 25 students in tenth and eleventh for a total initial enrollment of 250 students. During the second school year, the school will add twelfth grade. Each year the size of the sixth grade class will be increased by 15 to 20 students until each class has reached a maximum capacity of 125 students making the final school enrollment 775 students. To accommodate the trade courses, a school day at PTT is longer than a traditional school. Students will be in class by 7:30 a.m. and the last class will end at 3:55 p.m.

Students in grades six through nine will be taught using the same research-based Direct Instruction methods that have already been proven effective in other James Irwin schools. These methods will be used in all academic classes and at times in lab classes when important information needs to be delivered quickly. As part of the largest educational study ever conducted in the United States, Siegfried Engelmann developed the Direct Instruction model in 1964. Direct Instruction is a teaching pedagogy that combines precise example sequences, high-paced questioning and interaction, continuous feedback, practice drills, and prompt corrections of misconceptions. The method is completely positive and focuses on finding several successes for every student every day.

In most math and science courses in grades 10-12, a flipped classroom model will be utilized. In a flipped classroom model, content delivery (the “lecture”) is delivered online, allowing students to assimilate information at their own pace. Classroom time is then used for guided practice, “homework,” practical application, laboratory work, and assessments, giving teachers much more one-on-one time with each student and allowing them to work more effectively with a broader range of students at any given time. Since progression is based on demonstrated content mastery, gifted and talented students will be encouraged to accelerate their learning, while simultaneously allowing students who need to progress at a slower pace the ability to master the material before being rushed into the next concept before they are ready. Students will benefit from differentiated instruction based on their unique needs, improving their capacity to learn efficiently. Teachers in this model are given the role of guiding student learning, acting more as a learning coach, tutor and mentor than as a mere lecturer imparting knowledge that the students are expected to absorb. With this model, teachers are able to differentiate to a much higher degree than would be feasible in a standard setting.

By the conclusion of the senior year, the student will have demonstrated understanding of his or her chosen trade and will be capable of entering workforce with the skills necessary to be successful in the trade while also having the character and work ethic to become the most valuable members in that

chosen trade. Students that graduate from PTT will have the necessary skills to be workforce ready in a world that demands firm mathematical, technological, and communications expertise.

B. Vision and Mission Statements

Mission

The mission of Power Technical & Trade Academy is to prepare students to enter the workforce with the skills necessary to be successful in a trade while also having the character and work ethic to become the most valuable members in their chosen trade. These goals will be attained through student and activity centered projects that develop academic, technical and team skills.

Vision

Students who graduate from Power Technical & Trade Academy will have the necessary skills to be workforce ready in a world that demands firm mathematical, technological, and communication expertise. Graduates from Power Technical & Trade Academy will possess the work ethic and positive character traits that will not only allow them to be successful, but to also have the fortitude to rise to the top of their respective trades.

Globalization and technology has reformed the needs of today's workforce to not only require that employees understand how to complete tasks, but also to be able to operate increasingly complex technologies and communicate globally. Educational outcomes in the first part of the vision are focused on hard skills necessary to do the job, while the second part is focused on the soft skills that propel students forward in the workforce and help them become successful. The educational outcomes include excellent mathematical and communication skills as well as strong experiences that will produce employees with a strong work ethic. These outcomes will be achieved through a proven educational program that has worked well at the current James Irwin middle and high schools where students are required to demonstrate mastery in core subjects before advancing. The soft skills will be integrated into all courses and school culture as well as being explicitly taught in Character and Life Skills courses. These courses are:

- 6th Grade: Study Skills, Peer Pressure, & Bullying
- 7th Grade: Goal Setting, Time Management, & Peer Relationships
- 8th Grade: Work Ethic, & Health and Wellness
- 9th Grade: Character & Ethics / Speech Communication
- 10th Grade: Leadership & Citizenship
- 11th Grade: Business Management & Financial Ethics
- 12th Grade: Personal Finance & Entrepreneurialism

Each of these courses will end with a comprehensive final exam that demonstrates understanding of the learning objectives.

Description of PTT Graduate

Good employees possess strengths in the areas of character & work ethic, interpersonal skills, and technical expertise. For many entry level positions, employers are happy when they find people with

the first two characteristics and then teach the technical skills on the job. A PTT graduate will have strengths in all three areas.

Students will graduate with entry level or first level certifications in their trade of choice. While not a degree, students will be able to enter the workforce with a good understanding of how the job works, what is expected of them, and how their job relates to other trades and professions. The entry-level graduate will have the skills necessary to begin working with little or no initial training. Although many employees are hired based on technical expertise, keeping the job often requires strong character traits and good interpersonal skills.

Character and work ethic will be intertwined into every class and at every grade level. Graduates will understand the characteristics of good employees and will have demonstrated these skills throughout the educational experience. Interpersonal skills such as talking to co-workers, supervisors, and customers is often as or more important to employers than initial technical skills. Students will learn how to speak with others, dress for success, and work in teams.

A PTT graduate will have strong character and interpersonal skills as well as the technical skills to be immediately successful in the workplace. More often than not, PTT graduates will rise to the top of their trades much quicker than those that have taken a more traditional route to the trades.

Typical Student Day

To accommodate the trade courses, a school day at PTT is longer than a traditional school. Students will be in class by 7:30 a.m. and the last class will end at 3:55 p.m. Students in 6th through 8th grade will have one 90 minute block each day dedicated to learning the necessary prerequisite skills to enter trade classes later in high school, while 10th through 12th grade students will spend two 90 minute blocks in trade courses. Curriculum is designed create connections between the trade courses and the academic classes, answering the question, “When will I ever use this?” Students will understand the purpose of education and will apply the knowledge immediately.

Work ethic and discipline is extremely important to being successful in today’s workforce. The student discipline code is stricter than traditional schools. Students will speak to peers, school staff, and members of the community with respect. The use of “Mr.”, “Ms.”, “Sir”, and “Ma’am” will be common language at PTT. Due to the dangerous nature of many of the trade courses, the code of discipline and expectations of student responsibility is greater than some traditional schools; however, these skills will serve the student well after graduation.

A typical day in the life of a student at PTT will be filled with success. Students will be learning new skills each day and will have the opportunity to frequently demonstrate these skills. Samples of work will be displayed to honor the work students are doing and members of the business community will be invited to the school regularly to see the work students are doing and communicate the importance of the work to our future. Each Monday, students will attend a professional development time that is designed to build their work ethic skills and advance their understanding of job opportunities. Guest speakers will be invited in to share a typical day in the life of the skilled trades and students will be encouraged to attend field trips to see how skilled trades work each day.

C. Goals, Objectives and Pupil Evaluation

The regular use of data to monitor progress has been an ongoing value for James Irwin Charter Schools. The data associated with determining the success of PTT will be focused on the use of a school dashboard. The dashboard will align with annual progress reports recommended by the National Association of Charter School Authorizer's (NACSA's) Principles and Standards for Charter School Authorizing. These standards were also adopted by the Colorado State Board of Education.

The school dashboard will utilize categories for academics, finance/operations and school culture. The dashboard will also align with the Unified Improvement Plan and the board's strategic plan. School Performance Framework (SPF) data will be included, but will not be the sole measure of academic performance; local data will also be used. Additionally, administrators will be data-driven through use of administrator dashboards to monitor data collected during their classroom walk-throughs, discipline data, and other relevant data points that indicate school success.

Student Learning Goals

1. Power Technical & Trade Academy (PTT) students will be lifelong learners. PTT graduates will be creative, innovative, goal-centered, and self-directed leaders in the U.S. workforce.
2. PTT graduates will be effective communicators, analytical thinkers, and collaborators. Today's global work climate requires employees to be accountable for themselves as well as have the ability to work in a team environment, communicate well with other trades and craftsmen, and have the analytic skills to make logical decisions and have a vision of the bigger context of a project.
3. Graduates will enter the workforce with strong positive character traits and excellent work ethic. These character traits will be centered on the needs and qualifications of project leaders, supervisors, job superintendents, and entrepreneurs.

School Dashboard

James Irwin Charter Schools use a number of different dashboards to monitor and analyze data. The governing board uses a common dashboard for all its schools. The Campus Council for PTT will monitor the school's dashboard data, report it regularly to the CMO board and use it to communicate with stakeholders.

The dashboard is divided into three categories: academics, finance/operations and school culture. These categories are uniquely designed to match the data needs of a charter school and align with the Annual Progress Report for Charter Schools used by many school districts in Colorado.

The JICS CMO board will consider a draft of the dashboard, being compiled by staff, at its fall 2015 meeting. After adoption, all JICS schools will receive a copy of the dashboard and be able to modify for the unique needs of the individual school. The PTT Campus Council will consider unique indicators for its dashboard, as recommended by administration. A dashboard will be adopted within the first six months of being approved to operate.

The Campus Council will utilize a policy whereby it reviews dashboard data at least quarterly. The School Accountability Committee will assist the board in compiling needed data and making recommendations for additional and/or different data. Every fall, after the UIP has been completed, PTT administration will present at a data workshop for Council members. The workshop will include the UIP, dashboard, SPF, and internal data that is relevant for the Council to be aware of, know who is overseeing the data and be able to access, if needed. Further, administration will update the Council on UIP benchmarks in regular administration reports and will report data to the public.

Accreditation

PTT will adhere to the process and criteria established by the Falcon School District 49 for school accreditation. These areas include: The Board's accreditation of District schools shall emphasize attainment on the four key performance indicators: student achievement on statewide assessments, student longitudinal academic growth, progress made on closing the achievement and growth gaps, and postsecondary and workforce readiness. The school anticipates performing at or above D49 in all core content areas. The following chart details anticipated baseline and performance levels. These will serve as a guidepost before actual data is available on the students who are enrolled at PTT. [Note that data below reflects middle school data, unless otherwise designated; high school data will be added as the high school grows.]

Academic Achievement

	PTT % Prof/Adv	D49 % Prof/Adv	JICS Prof/Adv
Reading	73	73	83.59
Mathematics	60	54	75.25
Writing	65	61	71.97
Science	50		50.76

Academic Growth

	PTT % MGP	D49 MGP	JICS MGP
Reading	55	48	43
Mathematics	59	42	51
Writing	53	47	45

Academic Growth Gaps

- Growth gaps in Reading, Mathematics and Writing for the five subgroups (Free/Reduced Lunch Eligible, Minority Students, Students with Disabilities, English Learners, and Students Needing to Catch Up) will be identified during the first year of operation. Gaps will close by 5% each year until the gap has been eliminated.

Postsecondary and Workforce Readiness

- Graduation Rate. PTT's graduation rate will meet or exceed 96%.

- Disaggregated Graduation Rate: The school's graduation rate for the four subgroup categories (Free/Reduced Lunch Eligible, Minority Students, Students with Disabilities, and English Learners) will meet or exceed 95%.
- Dropout Rate: The school's dropout rate will be less than 3%.
- Colorado ACT Composite Score: The school's composite score will meet or exceed 20 and increase by .5 to 1 point each year until an average of 22 is maintained.

Additional Goals

- Attendance Rate: PTT will maintain an attendance rate of 93%.
- ICAP Participation: PTT will exceed the expectation of the Colorado ICAP requirements. This will be accomplished by teaching personal responsibility, work ethic, and character each year and in every class. Students will begin exploring career choices as early as the sixth grade and will begin creating a portfolio in the 9th grade. See Attachment 1 for more information on the ICAP and student portfolio.
- Parent Satisfaction: Using survey data collected annually from parents by the School Accountability Committee, at least 90% of parents will say they are satisfied or very satisfied with the education their child is receiving at PTT.
- Financial Transparency: PTT financials will be publicly displayed on its website and be in full compliance with the Financial Transparency Act.
- Student Safety: In an annual survey of students, 95% of students will respond that they feel safe or very safe at PTT.

As stated previously, the governing board will analyze and monitor data through its regular review of the school dashboard. In addition, the School Accountability Committee will monitor school data and provide assistance to the board in the collection of data such as the annual parent survey.

The principal and/or their designee will monitor a variety of data points through Alpine, to include state tests, NWEA MAPS, and ACT tests.

The principal will analyze and evaluate data and in turn, convey the data to his staff through PLCs and in service days. Just as the governing board will establish a culture of regularly monitoring and discussing data, school leaders will do the same with the faculty. If any data point reflects subpar performance, the principal will lead the staff in identifying strategies to rectify the situation and implement the strategies immediately. It is possible that multiple strategies will be used before finding an effective solution.

Power Technical & Trade Academy students will be evaluated based on traditional academic skills in reading, writing, science, and arithmetic but will also be assessed on many non-traditional skills such as drafting, reading blueprints, and the ability to identify and use tools. The traditional skills will be evaluated through standardized tests and classroom formative assessments. PTT students will graduate with the skills necessary to enter the workforce in a trade, continue in another college level trade school, or attend a traditional four-year college. Three times each year, students will take the NWEA-MAPS, nationally norm-referenced test. The first test will be given in the first few weeks of school to

establish baseline data on all students. The second and third test administrations will be near the end of the first semester and second semester, respectively. These tests will be used to gauge improvement, identify areas of weakness, and guide new instruction.

Students will be evaluated on performance in labs and trade courses using written assessments to confirm the student understands of personal and lab safety, types of tools, materials, and other areas related to individual courses. All students must demonstrate a mastery level of understanding with respect to safety prior to being allowed to participate in hands on projects. Projects will be graded based on pre-designed rubrics that will include criteria like precision, proper use of equipment, correct selection of materials, efficient use of resources, and overall project design. Throughout the student's duration at PTT, a portfolio will be kept that documents every project, including the design efforts to complete the project. The student portfolio will be useful during the interviewing process or as an evidence of success for admission to another trade school or university. Additionally, the portfolio serves to remind the student that she/he is improving and will be used in the determination of the student's final grades each year and prior to graduation.

D. Evidence of Support

According to the Bureau of Labor and Statistics, more than one-third of the skilled tradesmen in the U.S. are over the age of 50 and for every three tradesmen that retire, there is only one skilled person trained to perform the work (Brown, 2012). As a matter of fact, the most difficult job to fill in the U.S. right now is in the skilled trades. In a survey conducted by the Manpower Group in May 2012, they determined that of the top ten jobs in most demand right now, skilled trades topped the list at number one. Also included in the top ten list by Manpower were jobs as mechanics, machinists, and machine operators (ManpowerGroup, 2012).

It is not just one or two studies or organizations that are warning us about the need for more skilled trades in the U.S. For this year (2014), with nearly one million multi-family housing starts scheduled, MultiFamily Executive is warning that there is simply not enough skilled tradesmen available (Shaver, 2013). The evidence that we need to be training more young people in the skilled trades is undeniable. Many local businesses have expressed their frustration over the lack of qualified applicants available right now in the Pikes Peak region and the need for a school like PTT.

Targeted Student Population

PTT will serve the needs of students who are not necessarily college bound and are interested in a career in the construction or manufacturing trades. The rigorous academic education that will also be a part of PTT will prepare students to attend college or another secondary trade school if they choose. All students will be prepared to enter the workforce after graduation and have the necessary background to attend college.

The school will serve students in grades 6 through 12 and will begin during the 2016/2017 school year with grades 6-11. Twelfth grade will be added Year 2 as well as enrollment increased at the sixth grade level. The first year the total enrollment will be at least 250 students and the ultimate maximum enrollment of this facility will be 525 students. The table below shows the enrollment by class and from year one (2016/2017) to year ten (2025/2026). These enrollment estimates are conservative for the first four years based on the need to attract students to a very different type of school. PTT will be prepared to handle more students during the first four years if enrollment is higher.

Analysis of Potential Enrollment

JICS contracted with Summit Economics, LLC to prepare an analysis of potential enrollment of PTT. Based on the results of this analysis, an enrollment of approximately 400 students in grades 6 through 12 could reasonably be expected upon full market penetration the first year. The forecast does depend upon professional execution of the proposed school, the trades selected and offered, the competitive reaction, and the intensity and success of the marketing effort.

Projected Enrollment

School Year	Enrollment by Grade							
	6 th	7 th	8 th	9 th	10 th	11 th	12 th	Total Enrollment
2016/17	50	50	50	50	25	25	-	250
2017/18	75	50	50	50	50	25	25	325
2018/19	75	50	50	50	50	50	25	375
2019/20	75	75	50	50	50	50	50	425
2020/21	75	75	75	75	50	50	50	450
2021/22	75	75	75	75	75	50	50	475
2022/23	75	75	75	75	75	75	50	500
2022/23	75	75	75	75	75	75	75	525
2023/24	75	75	75	75	75	75	75	525
2024/25	75	75	75	75	75	75	75	525

The staggered enrollment is designed to reach students early in their education with the goal of beginning basic trade skills very early. In the sixth and seventh grades students will be learning basic tasks using very safe hand tools, while older students will be building on those skills using more advanced tools and equipment. Actual enrollment numbers, based on Letters of Intent, is included in Attachment 2: *Enrollment*.

Based on the expected location of the school, the largest enrollment will be students located in Falcon District 49 (D49) and Harrison School District 2 (D2). D49's Free and Reduced (FRL) is at 20%, while D2 has the highest Free and Reduced Lunch (FRL) percentage in El Paso County (69.94% as of 2011). Based on the experience of other James Irwin Charter Schools (42% FRL rates), it is likely the overall FRL rate at PTT will eventually be in that same range.

PTT will likely serve an ethnically diverse community. Minority students make up 19% of D49. However, as with the FRL rates, the minority population of the school will be more representative of the region as a whole since we will be drawing students from neighboring districts. Minority students make up 67%, 47%, 47%, 46%, and 19% of Harrison District 2, Colorado Springs 11, Widefield 3, and Fountain 8, respectively. El Paso County as a whole is 39% minority. The other James Irwin Charter Schools have a minority student population range from 60%-64%, and PTT would probably end up closer to 40%.

Community Involvement

The initial reaction from community members for PTT has been very strong. Pikes Peak Community College is a natural ally. President Lance Bolton and his staff have met with PTT and are eager to work with us. PTT has been in discussion with PPCC regarding concurrent enrollment and articulation. PTT model been well received by the manufacturing and construction community, we are in the process of aligning our manufacturing curriculum to that of PPCC's model. The plan will be to offer some classes to our own students, but more importantly provide a pipeline of students who are very well prepared to enter the college after graduation.

The community college system recently received a \$25,000,000 grant from federal government to improve manufacturing programs on the Front Range. The Program Director, Ben Nesbitt, has asked PTT to play an integral role in the process. The community college is especially interested in replicating the model in other areas of the state.

Local manufacturers and contractors have responded with equipment donations, letters of intent, financial support, and assistance with establishing the building. The following local manufacturers and contractors have responded with equipment donations, letters of support, financial support, and assistance with establishing the building.

1. JPM Prototype

David Jeffrey, President of JPM Prototype, was one of the first business owners in Colorado Springs to publically support the development of PTT. Mr. Jeffrey provided a letter of support (attached to the application) stating that PTT will respond to the most important need that his company currently faces, skilled labor. Mr. Jeffrey is serving on the steering committee to ensure that the right skills are being taught.

2. IP Automation

Iliia Petrov, owner of IP Automation, has committed to supplying support in the form of equipment and knowledge. Mr. Petrov, with a long history in Colorado Springs developing custom automation equipment, fears that the pool of skilled labor and engineers is rapidly shrinking. His ideas and support has been invaluable in incorporating the right skills into the PTT program.

3. Springs Fabrication

Springs Fabrication has been a manufacturing leader in Colorado Springs since 1986, serving the needs of companies nationwide. Springs Fabrication is one of the premier manufacturers in the U.S. and has expressed the need to grow number of skilled craftsmen in the Pikes Peak region in order for their company to continue expanding.

4. Woodford Manufacturing

Mr. Woodford has made a generous financial donation to the school and has committed to matching that donation for at least the next two years. Mr. Woodford has been instrumental in helping us develop the entrepreneurial program for the school.

5. RMB Products

The president of RMB Products, Craig Jack, has spoken directly to the need for public schools to bring shop class back to school. He has suggested that the “college only” pathways that schools have adopted are detrimental to manufacturing.

6. Concepts In Millwork

7. Ross Electric

8. Colorado Springs Business Alliance

Christopher Jenkins (Nor’Wood), Joe Loidolt (Classic Communities), George Hess III (Vantage Homes), and Renee Zentz (Housing & Building Association) have all responded with enthusiasm for the project and have indicated their desire to provide financial and intellectual support. Letters of Support are located in Attachment 3.

Marketing

While most schools are focused on marketing to mothers of children for educational decisions, PTT is likely to have more involvement from fathers than traditional schools. The unique nature of PTT may require some different marketing strategies than more conventional schools. Some of the considerations when making decisions about marketing include the need to draw students from a wider geographical region, reaching students and parents that are interested in the trades, and identifying parents that believe in the value of trade occupations over a traditional college education.

The marketing plan includes reaching out to a wider audience than just areas near the school. There will likely be strong student interest in other areas such as Fountain, Widefield, and smaller communities east of Colorado Springs. In addition to the customary modes of advertisement like radio and print media, we intend on advertising in trade journals, using social media, and attending conferences and job fairs, where we are likely to find parents who are looking for the type of education PTT is proposing.

A summary of the marketing plan is described below, however much of this is likely to change as we become more involved in trade organizations and job fairs.

Location: We plan to use an existing school building in Falcon District 49.

Neighborhood: Eastern Colorado Springs

Larger geographic span: Front Range of Colorado

School District: Falcon School District 49

Audience to appeal:

1. Students attending middle schools and high schools who are not content with the current college preparatory programs at those schools.
2. Parents who recognize their students are not succeeding at college prep programs, or recognize they are more interested in a trade or work instead of college after high school.

3. Parents (usually fathers) who recognize skills in a son or daughter better served by a trade school environment.

Notes about Audience:

1. Mothers typically influence education options in families; however, marketing solely to mothers for PTT will not be as productive as broadening the appeal.
2. Young people will have appeals made directly to them, as they are the ones closest to knowing their true desires about education.
3. Fathers will have appeals directed towards them, as more fathers than mothers recognize “hands on” skills in trades in their children.

Specific messages to be released:

Our Mission: Building the next generation of skilled craftsmen.

Our Purpose: Power Technical & Trade Academy will adhere to James Irwin Charter School’s brand of character development and academic excellence, and will prepare students to work in a skilled trade upon graduating from the Academy, or for advanced education, if they so choose.

Our Vision: Power Technical & Trade Academy will be a sustainable model of trade education that can be replicated around the country.

Timeframe and approximate dates:

- 1) Messages should be crafted and ready by time charter is approved.
- 2) SoCom Manufacturing Conference – September 30-October 1, 2015
- 3) Open house dates: set dates for open houses before charter is approved
 - a) October – open house to determine interest of those in neighborhood
 - b) January through August for potential students (one a month)
- 4) Neighborhood – begin marketing October 1
 - a) To gauge interest
 - b) To help spread the word of the school in the neighborhood
- 5) City-wide – begin marketing as soon as charter is approved.
- 6) Regional marketing – to begin as soon as charter is approved.

Why:

- 1) Local potential students
 - a) Empowering them to make educational decision, to have more impact
 - b) Will determine interest to determine advertising placement
 - c) Priority students will be still be given opportunity to respond first
 - d) Ample time for parents to check out the new school
- 2) Out-of-City potential students:

- a) Distance to travel will be daunting; shown interest demands immediate positive response
- b) Demonstrate our partnerships interested in solving a state-wide problem, for manufacturers, and students alike.

How:

1) Local enrollment

- a) Open house – October – determine interest
- b) Direct mail – local neighborhood, initially. Provide information about school’s “nationally recognized quality education in a local public school setting.” Include all possible open house dates. Include pre-enrollment form with place to drop off or mail. Encourage RSVPs to tours. Deliver to each household with children within 1 square mile radius of school.
- c) Mail ads – e.g., Val-Pak. Flyer that provides messaging and all possible open house dates, pre-enrollment form, place to drop off or mail. Encourage RSVPs. Delivered to entire 80916 zip code area.
- d) Bus benches throughout city.
- e) Neighborhood Banners: Six 3 x 7 vinyl banners (@\$100 ea.) on compliant properties surrounding school and the school building. Look for property owners who would display banners: “Power Technical & Trade Academy – Trade skills for 6th through 11th grade – enrolling now for 2016-2017 school year. www.jamesirwin.org.” Larger banner to be placed on building.
- f) Radio advertisements: 30 second ads on following stations:

Youth

- KIBT – 96.1 Hip Hop
- KVUU – 99.9 Top 40
- KRXF – 103.9 Alternative Rock

Parents

- KKPK – 92.1 Adult Contemporary
- KATC – 95.1 Country

Fathers

- KILO - 94.3 Pure Rock
- KKFM - 98.1 Classic Rock

g) Social Media

- Facebook Page – sell ads
- Twitter Account
- Interactive Website

h) Local newspapers – education editions - advertisements

2) Regional Students

- a) Advertisements in local weeklies.

- b) Social media
 - Facebook page – fine-tune ads to specific geographic audiences
 - Website – interactive so out of town people can “see” school.
- c) Leverage partnerships in Colorado Springs to obtain media contacts across state.
- d) Bus benches – advertising specifically “Get on the Bus” tours.
- e) Trade journal advertisements.

E. Educational Program

James Irwin Charter Middle School and High School have a proven record of academic excellence for more than a decade. The schools have received numerous John Irwin Awards for School of Excellence, and a gold medal distinction from *US News & World Report.*, and several individual awards honoring the hard work of teachers. Power Technical & Trade Academy (PTT) will build on the already successful programs currently in place in the James Irwin Charter Schools conglomeration with the additional focus of preparing students for a career in the trades or readiness to attend another trade school or traditional university.

Educational Philosophy

Power Technical & Trade Academy exists to develop the next generation of skilled craftsmen. This objective will be accomplished through proven educational pedagogy such as Direct Instruction and Flipped Classrooms. Instruction at PTT is purposely designed to be more hands-on than the other James Irwin schools. Kinesthetic learners will be the target population. These students often like to move around in the classroom and may not be able to sit still for long periods of time. The physical nature of the classes will be helpful in helping this type of learner to remember new content. Students will maintain a portfolio of lab work completed throughout high school as evidence of mastery for the student, instructional staff, and future employers. The question, “When will I ever use this? ”, will be answered every day through authentic hands-on experience that is linked to learning in academic courses.

Direct Instruction

Contrary to the beliefs of many, Direct Instruction, as designed by Siegfried Engelmann is not a teaching pedagogy based on the instructor standing in front of students and lecturing, rather an instructional model that focuses on the interactions between teachers and students. Direct Instruction (DI) is essentially modeling a skill or task and then reinforcing it with guided practice until the student can demonstrate mastery. The entire model of PTT is based on the premise that students do not learn new skills by hearing a teacher talk about them; the student must be actively involved in the learning process including ample hands-on learning to reinforce the content.

Magliaro, Lockee, & Burton (2005) propose that, “a student does not passively absorb knowledge from the world around him but must play an active role, and that action is not simply talking.” DI will be applied to both academic and lab courses through the use of the effective teaching cycle. In the effective teaching cycle, the instructor opens by reviewing content from yesterday and clearly stating the learning objectives for today. Next, new material will be presented to the class interactively by soliciting frequent and specific feedback from the students. This feedback is used to determine if the new material has been understood. The teacher’s goal is to begin every lesson with three questions in mind: what do we want them to learn, how will we know it when they have learned it, and finally what we will do if they have not learned it. The rapid questioning and constant feedback is the teacher’s first evidence that the content has been understood.

In the third phase of the effective teaching cycle, students will immediately practice the new skill. Whether the new skill is sanding wood or solving a math problem, it is important to demonstrate and practice the new skill. At this time the teacher has a greater ability to assess, individually, whether or not the student has learned. Immediate remediation can take place as a class, in small groups, or individually, but is critical that the students reach mastery before moving on the next learning objective. Magliaro, Lockee, & Burton (2005) suggest that there are six essential components to using DI well:

1. Materials and curriculum are broken down into small steps and arrayed in what is assumed to be the prerequisite order.
2. Objectives must be stated clearly and in terms of learner outcomes or performance.
3. Learners are provided with opportunities to connect their new knowledge with what they already know.
4. Learners are given practice with each step or combination of steps.
5. Learners experience additional opportunities to practice that promote increasing responsibility and independence (guided and/or independent; in groups and/or alone).
6. Feedback is provided after each practice opportunity or set of practice opportunities.

The Flipped Classroom

A flipped classroom model inverts the traditional teaching model by delivering instruction online at home and leaving classroom time for students to complete homework. In math and science classes students often get home and find that they are struggling with the homework, either because it has been too long since the lecture or the work is slightly different than what may have been taught in class. Allowing students to watch the lecture phase of the lesson at home gives the learner the opportunity to rewind, stop, or even replay the information at his or her own learning pace. When students arrive at school they will have the entire class period to complete homework, ask questions, or receive individualized instruction.

Originally developed in Woodland Park, CO, the first flipped classroom was a chemistry class. The idea was to create more time for students to complete lab work and have one-on-one time with the instructor. According to the creators of the flipped classroom, the idea started with one simple observation, “Students need their teacher present to answer questions or provide help if they get stuck, they don’t need their teacher present to listen to a lecture.” (Bergmann & Sams, 2012). Teachers will work together to build a library of video lectures and remake old lectures as circumstances dictate. Initially, much of the content will come from existing online sources and content that has already been created at James Irwin Charter High School.

The flipped classroom model will be used in high school math and science courses only. Students that require remediation in math will also be assigned to a math learning lab one period per day for additional support. DI will be integrated into the flipped model by requiring students to complete certain tasks at home, in the form of a notebook, and having this available at the beginning of class. The difference between a traditional class and a flipped class is that new material is presented online; however, the objectives, review, and practice will still occur in class.

Student Portfolios

One of the major problems with report cards is that they tell parents how well the student scored in a class, but indicates nothing about what was really learned. If students are only focused on the grade they will receive, then the content really becomes a means to an end rather the goal. Beginning in the ninth grade, each student will begin to keep a work portfolio that will summarize the accomplishments in all classes, but with a focus on the trade courses. All relevant assignments and projects will become a part of this cumulative portfolio that will not only demonstrate to employers that the student has the necessary skills, but also to help the student remember what they have learned.

When successful tradesmen are asked for the reasons they choose their trade, the response is often pride in workmanship. There is immense satisfaction in looking back at the day or at completion of the entire project, knowing that it is a job well and accomplished with unique expertise. The strength of student portfolios is that they provide the student with an avenue to demonstrate what they know and what they can do. Student portfolios, beyond just a grade, can include information about different learning styles and multiple intelligences. Portfolios can capture and portray student progress toward all objectives and gives instructors and PLC teams another tool to ensure learning has occurred (Macleod). Portfolios will be maintained throughout the student's English courses; however, much of the work will be completed in other courses. Portfolios will be maintained electronically and may be available as student websites.

Curriculum

Armed with the belief that all students can learn if they are provided good curriculum, great teachers, and proven teaching methods, PTT will provide an academically rigorous, content-rich education that will prepare them to be ready to enter workforce or be ready to attend college. The purpose is not to take something away from the academic side in order to make room for learning a trade, rather to create a symbiotic relationship between the two that results in a complete education. The traditional academic curriculum is aligned with the Common Core and the trade curriculum is nationally recognized through the National Center for Construction and Education and Research (NCCER), ACT, the National Association of Manufacturers (NAM), and other trade and regulatory organizations.

Ideal Course Sequence Map

The ideal course sequence map is based on students entering the sixth grade at grade level and maintaining grade level throughout the 12th grade. Since most of the lab courses are linked to learning in academic courses after the eighth grade year, it is important that students enter the 9th grade at grade level. Students that are not in grade level classes beginning the ninth grade year will be placed in a remediation lab that is focused on re-teaching concepts while also supporting the connections that are needed between all academic and lab courses. Students will begin keeping their portfolio in the 9th grade and this will be maintained in the students' English courses; although most of the body of the portfolio will come from other courses.

Course	Grade Level						
	6 th	7 th	8 th	9 th	10 th	11 th	12 th
English	Reading for Success	Reading for Success	Reading for Success	English 9	English 10	Technical Reading & Writing	Capstone Course
History	History 6	History 7	History 8	World History I	World History II	American History	Government & Economics
Math	Course 1	Course 2	Course 3	Algebra I	Geometry	Algebra II	Advanced Math
Science	Life Science	Earth Science	Physical Science	Biology	Physics	Chemistry	Elective
Character & Life Skills	Study Skills, Peer Pressure, & Bullying	Goal Setting, Time Management, & Peer Relationships	Work Ethic, & Health and Wellness	Character & Ethics / Speech Communication	Leadership & Citizenship	Business Management & Financial Ethics	Personal Finance & Entrepreneurialism
Trade Courses	Industrial Arts 6 <i>(One 90 minute block)</i>	Industrial Arts 7 <i>(One 90 minute block)</i>	Introduction to Woodshop & Construction <i>(One 90 minute block)</i>	Introduction to Metal Shop & Manufacturing <i>(One 90 minute block)</i>	Introduction to Mechanical Systems <i>(One 90 minute block)</i>	<i>See Attachment 4, Student Tracks, for information on these courses</i>	
					Woodshop or Metal Shop <i>(One 90 minute block)</i>		

Course Descriptions

Initially the principal, in coordination with the James Irwin Charter Schools Charter Management Organization (CMO) and the PTT School Accountability Committee (SAC), will be responsible for curriculum development, review and implementation. We will also leverage existing relationships with the Colorado League of Charter Schools, other charter schools, and outside consultants to provide expertise with curriculum development. Once an assistant principal is hired, that person will be responsible for overseeing and managing curriculum development; however, all decisions will be made collaboratively with the principal and department heads to ensure that all departments are working together.

English

The English curriculum will guide students in the mastery of critical reading and writing skills according to the Colorado Academic and Common Core Standards. Writing will be based on MLA – Modern Language Association – style citation and Step-up to Writing/Six Trait Methods. The writing goals for the English curriculum include: organization, style, vocabulary, sentence structure, and conventions.

Students read a minimum of three novels and one play a year. Time will be set aside for students to begin, maintain, and complete a work portfolio that begins with the 9th grade year. The portfolio will be maintained electronically and updated as projects and papers are completed. The portfolio will contain artifacts from every course and will be completed during the student's 12th grade Capstone course.

English 6-8

For 6th, 7th and 8th grade reading, we will use *Reading for Success* (© 2005 Novel Ideas, Inc.). Lessons include vocabulary exercises, comprehension activities, fluency building exercises, vocabulary development, written follow-up activities, and enrichment and extension activities. We intend to use SRA High Performance Writing: A Structured Approach (© 2005 SRA/McGraw-Hill) for writing and both resources are highly customizable and are effective across a wide range of skill levels. They are also very comprehensive and address the needs of all students, including special education and ELL students. Additional remediation needs will be met with Reading Plus[®] and the SRA/McGraw-Hill Decoding program (Levels B1 & B2: Decoding Strategies and Level C: Skill Applications).

A brief description of our plan for our high school level English courses follows:

English 9

Prerequisites: English 8 or Placement Test

This course will introduce students to various literary selections that will enable them to study the elements of the short story, poetry, drama, novels, and non-fiction. Students will learn outlining for writing, research, and speech presentation. Writing will include skill development in narrative, descriptive and expository essays. Students will learn vocabulary through standardized test practice. Grammar will review parts of speech, phrases, clauses, mechanics and usage. Students will apply this knowledge by writing five paragraph essays. Students will also conduct research for a three to five page paper with sources. The topic of the research paper must be pre-approved by the instructor and should have a genre related to the trades. Texts used in this class are: *Adventures in Reading; Vocabulary Workshop: Level D; Grammar for Writing*. Additional reading and writing assignments will be determined by grade level and department level PLCs to support the development of technical reading and writing skills.

English 10

Prerequisites: English 9

This course will build on the previous year study delving into the genres of the novel, poetry, drama, and non-fiction. During the first quarter of English 10, students will be introduced to basic technical writing skills. These skills will be utilized in *both Introduction to Mechanical Systems and Woodshop / Metal Shop*, as part of the students' design phase.

Student writing will include the various writing types: narrative, descriptive, and expository. Persuasive writing will be introduced and used in the development of writing and public speaking. Students will be required to write well-organized five paragraph essays. By the end of the year the students will be

expected to write a well-developed research paper of five to eight pages. The topic of the research paper must be pre-approved by the instructor and should have a genre related to the student's expected trade choice beginning in the 11th grade. At least one of the sources used in the research paper will be an interview with a person that has experience in that trade. Texts include: *Adventures in Appreciation; Vocabulary Workshop: Level E; Grammar for Writing*.

English 11: Technical Reading & Writing

Prerequisites: English 10

Until now, most of the emphases in English classes have been on learning how to read and write well, organize paragraphs, conduct research, and compile research papers. Using the knowledge gained from previous English courses and the technical courses already completed, students will now begin learning how to read technical manuals, complex written instructions, and finally write a three to five page paper that describes how to perform a task, assemble a machine, or some other technical task. Ideally, this task will be related to one of the track courses the student has chosen to complete. This course will focus on how to find the important information in a technical manual, and focus on good technical writing, including resumes and proposals. Other more traditional weekly reading and writing assignments will maintain the students' proficiency in other genres. Texts include: *Handbook of Technical Writing. (10th edition)*.

English 12: Capstone Course

Prerequisites: English 11: Technical Writing & Reading.

As the final reading and writing course at PTT, this course will attempt to bring together all of the important topics learned throughout school. Students will be required to read three approved novels and summarize them a well-developed five paragraph paper, complete three speeches, refine their resume, practice interviewing techniques, and complete a five to eight page paper. The paper will address what has been learned at PTT and describe the student's career plans after graduation. The paper should include information from both academic and trade classes and must have five sources cited. The student will summarize the paper by writing reflectively on his/her own experiences at PTT. This course will also complete the student's portfolio.

History

An understanding of history, geography and economics is fundamental to becoming a responsible citizen. Students must study world history, as well as the history and government of the United States, in order to understand and evaluate their place in the world. Similarly, current world events may be understood through the perspective of the past. History explores the politics, passions and philosophies, and economic situations that move men. Students of history are able to take advantage of the accumulated human experiences of the ages, thereby gaining insight and judgments regarding past, current and future human experiences. Courses are taught in a carefully planned sequence, building upon previous knowledge so students will gain greater understanding of recurring historical themes.

History 9: World History I

Prerequisites: Completion of 8th grade history or a passing score on placement test.

History is a reading/writing-based discipline. Accordingly, instructors teach and reinforce the principles of good writing and reading and analysis of secondary and primary source materials. In addition to the text for each course, instructors will assign relevant primary source documents. This course is taught in two semesters and covers world civilizations from prehistory through the Renaissance. Special attention is paid to culture and geography with an emphasis on spatial relationships, cultural diffusion and cause and effect. Students will become familiar with historical terms, understand the organization of history and the processes and resources of historical inquiry. Broad historical concepts like understanding bias, identifying perspective and determining relevancy are incorporated into class and homework exercises. Additional reading and a strong emphasis on sophisticated writing techniques, research and historical documentation denote the Honors designation.

Required Text: Mazour, Anatole G. and John M. Peoples. *World History-People and Nations*

History 10: World History II

Prerequisites: Successful completion of World History I.

History is a reading/writing-based discipline. Accordingly, instructors teach and reinforce the principles of good writing and reading and analysis of secondary and primary source materials. In addition to the text for each course, instructors will assign relevant primary source documents. This course is taught in two semesters and covers world civilizations from the Protestant Reformation through the year 2000. Special attention is paid to culture and geography with an emphasis on spatial relationships, cultural diffusion and cause and effect. Students will become familiar with historical terms, understand the organization of history and the processes and resources of historical inquiry. Broad historical concepts like understanding bias, identifying perspective and determining relevancy are incorporated into class and homework exercises.

Required Text: Mazour, Anatole G. and John M. Peoples. *World History-People and Nations*

History 11: American History

Prerequisites: Successful completion of World History I and II.

History is a reading/writing-based discipline. Accordingly, instructors teach and reinforce the principles of good writing and reading and analysis of secondary and primary source materials. In addition to the text for each course, instructors will assign relevant primary source documents. This course is taught in two semesters and covers American history from colonization through the year 2000. Students will examine politics, culture, diplomacy, religion, geography, economy and global relationships.

During the second semester students will complete a five to eight page research paper that describes the timeline and significant events in U.S. History that have led to its success in manufacturing and industrialization. The presentation can be PowerPoint, but may also be some other media or combination of mediums that have a connection to success in one of the track courses.

Required Text: Murrin, John M. *Liberty, Equality, Power-A History of the American People, Politically Incorrect Guide to American*

History 12: Government & Economics

American Government

Prerequisites: Successful completion of American History.

Government is a semester long course designed to familiarize the student with the Constitution of the United States, the Bill of Rights, the three branches of American government (legislative, executive and judicial) and their interrelationship. Students concentrate on the structure, policies and effects that each document has on the development of the three branches of government.

Required Text: Light, John C. *A Delicate Balance*.

Economics

Prerequisites: Recommended completion of U.S. History & concurrent with Entrepreneurialism.

This semester long course provides an overview of micro, macro and international economics affecting the private enterprise system of the United States. Students will learn the fundamental concepts of economic theory using a college level textbook for classroom discussion and exercises. Upon completion of this course, students will have a better understanding how the science of economics is integrated into their daily lives as responsible citizens and future business consumers/leaders.

Required Text: Mankiw, N. Gregory, *Principles of Economics*, 4th Ed.

Mathematics

The study of mathematics is crucial to the development of good problem solving skills and logic development. Depending on one's career path the use of algebra may or may not be necessary, but in every case learning these subjects will increase the capacity to think analytically and promote higher-order thinking; therefore it is essential for all students. Math courses will be tightly connected to the hand-on learning in other courses.

PTT will be using the Pearson Common Core Edition curriculum for all students in grades 6 through 11. Each level is aligned with the Common Core and students have the ability to work online as well as using a traditional textbook. Additionally, the Pearson program includes integrated teacher professional development that will support student achievement through PLCs. Research regarding student performance and a complete description of the entire curriculum is available at:

http://www.pearsonschool.com/live/customer_central/video/pearson_hs_math2/LaunchTheTour.html.

The minimum requirement for graduation from PTT is four years of sequential mathematics beginning with grade nine. At a minimum the first course that qualifies for graduation credit is Algebra 1; however, if a student begins in a higher math class he or she must still complete four years of mathematics. The following table shows the grade level and advanced tracks in math. Students that

begin the ninth grade below grade level may be required to take two math classes in one year, attend summer school, or potentially not graduate on time. Social promotion will not be permitted in any classes, mathematics or otherwise, and students must receive a 70% or greater in math to advance to the next level.

Math Sequence Map

6 th Grade	7 th Grade	8 th Grade	9 th Grade	10 th Grade	11 th Grade	12 th Grade
Course 1	Course 2	Course 3	Algebra 1	Intermediate Algebra	Geometry	Algebra 2
Course 1	Course 2	Course 3	Algebra 1	Geometry	Algebra 2	Advanced Math
Course 2	Course 3	Algebra 1	Intermediate Algebra	Geometry	Algebra 2	Advanced Math
Course 2	Course 3	Algebra 1	Geometry	Algebra 2	Math Analysis	Calculus

The shaded first line in the table above depicts the minimum sequence required to graduate on time, however the second line beginning with *Course 1* and finishing with *Advanced Math* is the preferred minimum sequence. Other advanced sequences are possible depending on the level of the student. Intermediate Algebra, Advanced Math, Math Analysis, and Calculus are not part of the Pearson Common Core Math Curriculum. These courses are described in more detail below.

Intermediate Algebra

Prerequisites: Successful completion Algebra I or a passing score on the placement test.

This course is the second course in the four-year sequence of Algebra 1, Intermediate Algebra, Algebra 2, and Geometry. It is intended to provide a slower-paced environment for students that need more time to fully develop their math skills. The emphasis of this course will be on increasing speed and accuracy in solving algebraic problems with an emphasis on basic algebra skills. The student entering this course must pass Algebra I with a minimum level of achievement, but require additional work to be ready for Algebra II. Successful completion of this course will prepare a student to take Algebra II.

Required Text: *Intermediate Algebra*, Lial, Hornsby, McGinnis (11th edition)

Advanced Math

Prerequisites: Successful completion Algebra 2.

Advanced Math contains an in-depth coverage of trigonometry, logarithms, analytical geometry, and upper-level algebraic concepts. It also completes the study of geometry. Specific areas of study include permutations and combinations, trigonometric identities, inverse trigonometric functions, conic sections, complex numbers, matrices and determinants, binomial theorem, and rational roots theorem. This course completes the first half of the Advanced Math book.

Required Text: *Advanced Mathematics* Saxon, John H.

Math Analysis

Prerequisites: Successful completion Algebra 2.

Advanced Math contains an in-depth coverage of trigonometry, logarithms, analytical geometry, and upper-level algebraic concepts. It also completes the study of geometry. Specific areas of study include permutations and combinations, trigonometric identities, inverse trigonometric functions, conic sections, complex numbers, matrices and determinants, binomial theorem, and rational roots theorem. This class allows the accelerated students to complete the course in two semesters. Most students who complete Pre-Calculus in two semesters will then be able to complete Calculus.

Required Text: *Advanced Mathematics* Saxon, John H.

Calculus

Prerequisites: Successful completion of Math Analysis.

Graphing calculators are used extensively to show visual demonstrations of concepts and for confirming calculations. Specific topics include a review of functions, a review of trigonometry, limits, derivatives, integrals, techniques of integration, polar functions, areas between two curves, inverse functions, motion analysis, applications of integrals, continuity, course logarithmic differentiation, parametric functions, and logistic growth. This course will meet the needs of students and go as far as the students are capable. Most students should meet or exceed all college math entrance courses and some may test out of college calculus.

Required Text: *Calculus* Saxon, John H. and Wang, Frank

Science

Science and the scientific method are essential for understanding the world and our place in it. The high school science program will be based upon the three “pillars” of science: Biology, Chemistry and Physics. These three courses are the basic foundation for all other scientific fields of study. These courses are described below. In addition to standard textbook coursework, studies in the science program will include laboratory work, data analysis, proof of basic laws and principles (analytically and/or experimentally), problem solving, and scientific reasoning. Awareness of the nature and limitations of science as well as its relationship to and dependence on other academic disciplines will be fostered.

Many of the science experiments will be conducted in conjunction with the student's trade courses. Science and trade instructors will work together to create meaningful labs and experiments that not only teach the science to students but also where the science is applied in the real world. Science classes in the 6th, 7th, and 8th grade will focus on Life, Earth, and Physical sciences with an emphasis on simple experiments and labs using the Pearson *Interactive Science* curriculum.

Biology

Prerequisites: Enrolled in Algebra 1

This is a two-semester course designed to set the foundation and teach skills and knowledge necessary for success in higher-level biology courses. Designed to give the student a broad exposure to all major aspects of biology, it incorporates a greater emphasis on molecular biology, plants and vertebrate animals in their environments, ecology, and human physiology. Students will complete approximately 30 hours of lab work and present several short papers on assigned topics.

Required Text: *Biology: Principles and Explorations*: Johnson, George B and Raven, Peter H.

Physics

Prerequisites: C or better in Algebra I and concurrent enrollment in Geometry

Physics is the science of observation, comprehension, and prediction of the behavior of objects in the physical world. It is a way of understanding the form and function of the universe in terms of fundamental physical concepts such as motion, forces, mass, energy, vector fields, and potential. It depends on the ability to quantify and measure these fundamental concepts in an objective and accurate manner and to embody them in mathematical models so as to predict the behavior of physical objects. As an experiment-based science, it uses laboratory tests and measurements to support the understanding of physical behavior. Because physics applies mathematics to describe the behavior of things, a firm understanding and use of mathematics is essential. In this course, the student is expected to be proficient in Algebra I. Advanced mathematical concepts and techniques will be taught as needed in the course.

Required Text: *Conceptual Physics: The High School Physics Program*: Hewitt, Paul (2001)

Chemistry

Prerequisites: Concurrent enrollment in Algebra 2

This is a two-semester laboratory chemistry course that is a qualitative, quantitative and analytical study of matter. Areas studied through both lecture and laboratory investigations include elements and compounds, their composition and interactions, and the energies involved. Other topics will include the scientific method, chemical bonds, the mole concept, ideal gas laws, energy, states of matter, the Periodic Law and Table, organic chemistry and nuclear chemistry. Chemistry is concerned with the study of the properties and structures of matter. Each student is expected to conduct independent problem

solving and open-ended laboratory work. This course requires a solid understanding of algebra and geometry principles.

Character Courses

Developing character and work ethic is equally as important as learning a skill. The character courses that will be taught are designed to teach students good study habits, organization, personal ethics, business ethics, financial responsibility, working in teams, and entrepreneurialism. Additionally, every class that is taught, both academically and trade related, will have a component dedicated to character and work ethic. At the younger age, students will learn about study skills and bullying and the older students will have more focus on business and finances. The courses are sequenced to be both age and skill appropriate. A brief description of each course is provided below.

Study Skills, Peer Pressure, & Bullying

There was a time when bullying was easy to identify, but with so many electronic avenues available for mass communication, bullying has taken on a completely different look than 20 years ago. According to the Committee for Children and Dr. Susan Swearer, Professor of School Psychology at the University of Nebraska, bullying behavior actually begins as early as kindergarten. Although the media publicizes events that place in middle and high school, there is strong evidence that indicates the behaviors begin as quickly as children begin to socialize (Schumacher, 2013).

This yearlong course will focus on bullying, peer pressure, and study skills. The three essential topics will begin to pave the road for student success and a positive school culture. Once students understand how to deal with peer pressure and bullying, they are more likely to be successful in the academic arenas. Students will learn to manage time, organize papers, complete homework, read textbooks, study for tests, take notes, take tests, communicate with teachers and parents, and set goals.

Goal Setting, Time Management, & Peer Relationships

This second course in the Character and Life Skills Track is designed to build upon skills learned in the 6th grade classes. In addition to setting goals and building better time management skills, peer relationships will continue to address the problem of bullying and how students should handle situations when they arise. Learning how to deal with difficult peer relationships is an essential skill in the workplace, and students will learn through reading and role playing how to best handle situations. In addition to these topics, this course will continue to build good study and academic habits. Students entering PTT in the 7th grade will have access to everything that was taught in the 6th grade.

Work Ethic and Health & Wellness

The Center for Work Ethic Development, the national impact on involuntary turnover in the job market is more than \$30 billion annually. The problem, according to Eric Chester, is that work ethic is not being taught at home anymore. Young people enter the workforce not knowing how to act, are unwilling to act properly, or a combination of the two (Chester, 2010). Using the *Bring Your A-Game to Work* curriculum, students will learn the behaviors that are expected as employees and learn how to model these behaviors. The behaviors that will be taught include attendance, appearance, attitude, ambition, acceptance, accountability, and appreciation.

Most careers in the trades require strength and hard work. The sections on health and wellness will focus on nutrition, diets, exercise, personal safety, proper lifting and carrying, and overall general health as it relates to working. In addition, students will further develop study skills and peer relationships.

Character & Ethics / Speech Communications

This course uses a traditional character and ethics course as background for developing speech communications. Character may be defined as that inner quality or strength which directs our personal moral compass and from which emerge our moral choices. Ethics might be understood as the deliberate and thoughtful process of assessing our moral values and of coming to moral decisions. Both can and indeed should be taught. At a time in our history, when we are confronted with so many different choices, value systems, examples of behavior, “hero” figures (and anti-heroes), and so much conflicting information, the deliberate and self-conscious study of what we hold to be good and of how we come to make our moral choices has become vital skill, vital to both the individual and to our society. This course lays a foundation for character development and moral reasoning, a foundation that serves to support James Irwin Charter Schools’ mission to help develop the character and leadership potential of all its students throughout their tenure here. Benjamin Franklin’s list of virtues will be used as a guide into the study of Character and Ethics.

Using the book by Sean Covey, *The 7 Habits of Highly Effective Teens*, *The Character Revolution* by Rolfe Carawan, *Speech for Effective Communication*, and various other sources, students will study several areas in speech. Some of these areas include proper ways to listen, organizing and outlining a speech, and learning to interpret poetry, drama, comedy, and storytelling. Students will also study the art of extemporaneous speaking and impromptu speaking, which leads to debate and original oratory.

Leadership & Citizenship

As students in the 10th grade prepare to enter the 11th and 12th grade trade tracks, it will become important to learn good leadership skills, both from a perspective of being an upperclassman and future employee. The word leadership is often used synonymously with being in charge of others, but leadership is much deeper than simply having a title. According to Forbes, the qualities that make a great leader include honesty, ability to delegate, communication, sense of humor, confidence, commitment, positive attitude, creativity, intuition, and the ability to inspire others (Prive, 2012). This class will focus on learning how to embrace these qualities while working with peers, future employers, and leaders in the community.

Citizenship education develops knowledge, skills, and understanding that students need in order to become responsible and active in the community. Good citizens understand the laws that govern their community, respect the rights of others, and are always willing to reach out to others in a time of need. A good citizen is more often than not also a good leader and in the course students will explore ways to improve their own community. Many of the ideas may remain theoretical; however, it is at this time that students will begin exploring opportunities for the next two years. Some of these opportunities might be improving a park, repairing a home for someone in need, or even working for Habitat for Humanity on a full construction project.

Business Management & Financial Ethics

Many students will ultimately become self-employed or work as independent contractors. While small business owners may know their trade very well, often times they fail for reasons connected to business management and financial responsibility. According to the *New York Times*, the top reasons why small businesses fail include out of control growth, poor accounting, lack of cash reserve, operational inefficiencies, dysfunctional management, and a lack of planning (Goltz, 2011). This introductory course in business management will cover many of the following concepts:

- Basic economic concepts, resources, and systems
- Business ownership and operations
- The role of government in business
- Money, banking, and credit
- Human resources
- Managing business finances
- Buying goods and services
- Money management
- Financial Ethics

In addition to these topics, students will explore career readiness skills such as work discipline, teamwork, tolerance, customer service, and managerial potential. During the second semester of this course, students will take the ACT National Career Readiness Certificate WorkKeys assessments. This portable credential demonstrates achievement of workplace employability.

Personal Finance & Entrepreneurialism

As an extension of the work completed in Business Management & Financial Ethics, this course extends the students' knowledge of business from an entrepreneurial perspective. Students will explore many topics ranging from business challenges and business plans to more advanced topics including small business finance and accounting. The textbook *Small Business Management Entrepreneurship and Beyond* will be used in this course as the primary text for the business side, however other sources will be used as case studies.

Practical skills in personal finance will be taught using curriculum from Dave Ramsey. *Foundations in Personal Finance* provides students with the money management skills that serve them well now and throughout adulthood. The curriculum meets benchmarks and standards in all 50 states.

Finally, students will continue their study of workforce readiness standards through ACT's National Career Readiness and will continue testing to the highest level of achievement possible. There are four ranges of certification through WorkKeys beginning with Bronze and finishing as high as Platinum. Students scoring at least a 3 in each of the three core areas will receive a Bronze certification, while students score at least a 6 in each of the three core areas can receive platinum certification (National Career Readiness Certificate, n.d.).

Trade Courses

Trade course are sequenced to provide students with a broad range of knowledge, always beginning with safety, and building from simple tasks using hand tools to build small projects and advancing to more complex equipment and projects. The trade courses that will be required of all students in 6th to 10th grade are summarized below. Beginning in the 11th grade, students will focus on one track. The tracks are described in Attachment 4.

Industrial Arts 6 & 7

The goal of Industrial Arts is for students to begin becoming familiar with the skilled trades, tools, project design, working in teams, finishing processes, types of materials and fasteners, and above all safety. Students will learn how to work safely in a manufacturing or construction environment while also designing and building simple projects. Each project will focus on a particular skill set, tools, and design criteria. Students will be responsible for taking a concept, creating a design, and working through a simple budget for the project. Prior to beginning each project, the student will be required to write a procedure for completing the project and upon its conclusion revise the procedure as needed.

In addition to learning safety, tool use, and project design, students begin to learn how to create and revise simple procedures which will improve their ability to plan larger projects in more advanced courses and after graduation. Projects will be connected to learning in other academic classes and some of the design process will occur in other classes. Additionally, students will begin to learn how to read technical information and also write technical procedures.

By the time students have completed two years of Industrial Arts, they will have accomplished each of the learning objectives listed below. Many of the objectives related to safety were taken from (Middle Years Home Economics/Industrial Arts Teacher Support Document).

1. Identify and locate safety equipment and safety related resources in the lab.
 - Eye-wash station
 - Personal protective equipment
 - Signage
2. Identify and demonstrate safe lab practices.
 - Proper behavior and conduct in the lab at all times.
 - Reporting of unsafe lab practices.
 - Understand how to use personal protective equipment
3. Demonstrate safe use of tools and machines.
4. State the hazards that are inherent in production and construction environments.
5. Define and interpret MSDS related to specific products in each lab.
6. Determine and execute safe practices and procedures required for each process.
7. Simulate and react to hypothetical hazardous situations.
8. Identify and understand the use of simple tools related to woodworking, metal working, mechanical systems, construction, and manufacturing.
9. Be able to create a simple design of a project using a drafting board, straightedges, and measuring devices.

10. Write a procedure for the process required to complete a project.
11. Complete simple projects and self-reflect on improvement.

Introduction to Woodshop & Construction

This year long course, designed for 8th grade students, will build on the knowledge learned Industrial Arts and is designed to teach students more advanced wood working techniques and some basic residential construction. Similarly to Industrial Arts, students will be required to provide their own designs using a drafting board, straight edges, and scales and must also provide a procedure and cost estimate for each design. Before beginning any project, students must demonstrate mastery of all safety issues related to the lab and the project.

During the woodshop phase of this course, students will learn joinery techniques including several types of tenon joints, dovetails, finger joints, tongue and groove, lap joints, and doweled joints. Additionally, the student will be required to know when and where each type of joint should be used. Students will explore different types of woods such as oak, cedar, pine, mahogany, maple, fir, cherry, and teak. Understanding the characteristics of each type of wood and its applications will be studied completely. Other topics will include turning wood, planing, finishing, and dealing with complications that arise.

The construction curriculum begins with learning how to work safely in a construction setting and while performing home repairs. Beginning with basic home repairs, students will learn how to maintain a home properly including topics like scraping and painting, repairing and maintaining gutters, replacing floors, repairing or installing drywall, basic plumbing, installing doors, and building and maintaining outdoor structures like decks, sheds, and fences. Topics that will not be covered in this course include household electrical and gas line connections.

In the final phase of the construction portion of this course, students will break into teams and will be required to build a complete structure such as a doghouse, small shed, gazebo, chicken coop, or other projects as approved by the instructor. A detailed drawing and budget will need to be approved prior to beginning the project and an after action report will detail the success and areas of improvement if the project were to be completed again.

Introduction to Metal Shop and Manufacturing

Trades such as welding, pipefitting, machining, tool & die maker, millwright, boilermaker, iron worker, sheet metal fabricator, and even a jeweler will be explored in this yearlong course. Students will learn how to work safely in a manufacturing environment and how to properly use safety equipment. This course will give the student a broad knowledge base of the types of manufacturing jobs that are related to the metals industry.

Early on, student work will be more skill-based rather than project-based. Some basic skills that students need to understand prior to completing projects include cutting techniques, grinding, welding, bending, setting machinery, and above all safety. Nearly every piece of equipment in a metal shop or machine shop has the potential to cause serious bodily injury.

Once the student has mastered the safety requirements of the course and have demonstrated an understanding of basic skills, students will work together on completing projects. The range of projects includes furniture, candlesticks, lamps, garden benches, security gates & bars, plant stands, ornamental rails, small greenhouses, and display cases. Each project must be fully designed and planned prior to beginning fabrication and students will be required to provide an after action report for each project outlining successes, areas of improvement, and suggestions for later projects.

Introduction to Mechanical Systems

Of all of the required courses in the trade curriculum, this course is by far the most widespread in terms of topics covered. In general, mechanical systems manage power to accomplish a task that involves forces and movement. This course will be tied very closely to the physics course that student will be taking simultaneously and many of the projects and assignments will be conducted jointly in both courses. Whether the student is choosing to focus on construction or manufacturing, this course will provide a basic understanding of electrical wiring, HVAC systems, small engines, simply hydraulic design, refrigeration, and wind & solar power. A basic understanding of mechanical systems is essential to success in both construction and manufacturing, especially from a troubleshooting and problem solving standpoint.

Course curriculum is tightly aligned with both physics and 10th grade mathematics. Most projects and labs will have prerequisite requirements from math and science courses, and additionally history and English courses will support the development of mechanical systems throughout history and provide writing projects related to projects and history.

Woodshop or Metal Shop

By the time students have reached the 10th grade, they have probably formed a preference for construction or manufacturing. This second 10th grade lab is designed to build more advance prerequisite skills that are necessary for success in the 11th and 12th grade tracks. Students wishing to move into the construction track should be enrolled in Woodshop, while manufacturing bound students ought to be in Metal Shop.

Each of these courses will build on the skills from previous courses using more advanced equipment and machinery. The projects will much more complex than in previous courses including more extensive design and planning requirements. In most cases, project proposals will become part of the 10th grade English class where an introduction to technical writing is covered at the beginning of the 10th grade year.

Woodshop students will begin learning how to build cabinets, furniture, and other types of fine woodworking as it relates to residential construction. A final project for the year will involve working in teams and should have some connection to providing community service. Some examples of acceptable projects may include building a shed, patio cover, small deck, or greenhouse for a needy individual or an organization such as Care & Share.

Metal Shop students will learn some advanced fabrication techniques and learn how to use more sophisticated tools. Projects might include things like steel staircases, guard rails, ornamental projects, toys & go-carts, furniture, and portable sheds or greenhouses. Every project should contain elements from design, planning, welding, machining, grinding, and finishing.

Typical Student Schedules

Schedules are designed to provide the student with a balanced workload that includes a combination of both traditional direct instruction and hands-on lab work. Some examples of typical schedules for each year are below.

Sample 6th Grade Schedule

Course Descriptions		
Period	Fall Semester	Spring Semester
1: 7:30-8:15	Industrial Arts 6	Industrial Arts 6
2: 8:20-9:05		
3: 9:10-9:55	6 th Grade History	6 th Grade History
4: 10:00-10:45	Science	Science
5: 10:50-11:35	Lunch	Lunch
6: 11:40-12:25	Course 1 (Math)	Course 1 (Math)
7: 12:30-1:15	Math Lab/Reading Lab/Elective	Math Lab/Reading Lab/Elective
8: 1:20-2:05	6 th Grade English	6 th Grade English
9: 2:10-2:55	Study Skills, Peer Pressure, & Bullying	Goal Setting, Time Management, & Peer Relationships
10: 3:00-3:45	Study Hall	Study Hall

Sample 7th Grade Schedule

Course Descriptions		
Period	Fall Semester	Spring Semester
1: 7:30-8:15	Industrial Arts 7	Industrial Arts 7
2: 8:20-9:05		

3: 9:10-9:55	7 th Grade History	7 th Grade History
4: 10:00-10:45	Earth Science	Earth Science
5: 10:50-11:35	Lunch	Lunch
6: 11:40-12:25	Course 2 (Math)	Course 2 (Math)
7: 12:30-1:15	Math Lab/Reading Lab/Elective	Math Lab/Reading Lab/Elective
8: 1:20-2:05	7 th Grade English	7 th Grade English
9: 2:10-2:55	Goal Setting, Time Management, & Peer Relationships	Goal Setting, Time Management, & Peer Relationships
10: 3:00-3:45	Study Hall	Study Hall

Sample 8th Grade Schedule

Course Descriptions		
Period	Fall Semester	Spring Semester
1: 7:30-8:15	8 th Grade English	8 th Grade English
2: 8:20-9:05	Course 3 (Math)	Course 3 (Math)
3: 9:10-9:55	Physical Science	Physical Science
4: 10:00-10:45	Math Lab/Reading Lab/Elective	Math Lab/Reading Lab/Elective
5: 10:50-11:35	Study Hall	Study Hall
6: 11:40-12:25	Lunch	Lunch
7: 12:30-1:15 8: 1:20-2:05	Introduction to Woodshop & Construction	Introduction to Woodshop & Construction
9: 2:10-2:55	8 th Grade History	8 th Grade History
10: 3:00-3:45	Work Ethic, & Health and Wellness	Work Ethic, & Health and Wellness

Sample 9th Grade Schedule

Course Descriptions		
Period	Fall Semester	Spring Semester

1: 7:30-8:15	Algebra 1 (Math)	Algebra 1 (Math)
2: 8:20-9:05	9 th Grade English	9 th Grade English
3: 9:10-9:55	Study Hall	Study Hall
4: 10:00-10:45	World History I	World History I
5: 10:50-11:35	Lunch	Lunch
6: 11:40-12:25	Math Lab/Reading Lab/Elective	Math Lab/Reading Lab/Elective
7: 12:30-1:15	Biology	Biology
8: 1:20-2:05	Character & Ethics / Speech Communication	Character & Ethics / Speech Communication
9: 2:10-2:55	Introduction to Metal Shop & Manufacturing	Introduction to Metal Shop & Manufacturing
10: 3:00-3:45		

The trade courses in 6th through 8th grade are not prerequisites for the manufacturing course required during the 9th grade year; however, students that have little or no experience with basic tools will have a more difficult time catching up. Students that know they will be entering the school as freshman are encouraged to take *Introduction to Woodshop & Construction* during the summer prior to the ninth grade year.

Sample 10th Grade Schedule

Course Descriptions		
Period	Fall Semester	Spring Semester
1: 7:30-8:15 2: 8:20-9:05	Introduction to Mechanical Systems	Introduction to Mechanical Systems
3: 9:10-9:55 4: 10:00-10:45		
5: 10:50-11:35	Woodshop or Metal Shop	Woodshop or Metal Shop
6: 11:40-12:25	Leadership & Citizenship	Leadership & Citizenship
7: 12:30-1:15	Lunch	Lunch
8: 1:20-2:05	Geometry (Math)	Geometry (Math)
	English 10	English 10

9: 2:10-2:55	Physics	Physics
10: 3:00-3:45	World History II	World History II

Beginning in 10th grade, students will spend four consecutive periods in a trade course. All 10th grade students are required to be enrolled and pass *Introduction to Mechanical Systems*, but may choose either *Woodshop* or *Metal Shop* for the second trade course. Typically students wishing to move into the construction track will take *Woodshop*, while manufacturing bound students will take *Metal Shop*.

Sample 11th Grade Schedule

Course Descriptions		
Period	Fall Semester	Spring Semester
1: 7:30-8:15	Algebra II	Algebra II
2: 8:20-9:05	Technical Reading & Writing	Technical Reading & Writing
3: 9:10-9:55	Chemistry	Chemistry
4: 10:00-10:45	American History	American History
5: 10:50-11:35	Business Management & Financial Ethics	Business Management & Financial Ethics
6: 11:40-12:25	Lunch	Lunch
7: 12:30-1:15	11 th Grade Track Block	11 th Grade Track Block
8: 1:20-2:05		
9: 2:10-2:55		
10: 3:00-3:45		

Tracks begin during the student's 11th grade year. At this point the student should have chosen which track and career path they wish to pursue. Students will spend four consecutive periods in a track block, either during the morning or afternoon, depending on scheduling needs.

Sample 12th Grade Schedule

Course Descriptions		
Period	Fall Semester	Spring Semester
1: 7:30-8:15	12 th Grade Track Block	Internship/Apprenticeship/Practicum
2: 8:20-9:05		
3: 9:10-9:55		
4: 10:00-10:45		
5: 10:50-11:35	Lunch	Lunch
6: 11:40-12:25	Capstone Course	Capstone Course

7: 12:30-1:15	Government & Economics	Government & Economics
8: 1:20-2:05	Advanced Math	Advanced Math
9: 2:10-2:55	Personal Finance & Entrepreneurialism	Personal Finance & Entrepreneurialism
10: 3:00-3:45	Elective/Study Hall/Lab Assistant	Elective/Study Hall/Lab Assistant

Tracks during the 12th grade will be completed after the first semester. During the second semester students will be placed in internships or begin apprenticeships with local business. Students that are unsuccessful in procuring a practical internship will be assigned as lab assistants in other labs.

The Research Base

The Need for Skilled Trades

There was a time when boys followed in the footsteps of their fathers by leaving or graduating from high school and entering a trade or manufacturing job. After 20 to 40 years of mastering a trade or skill, the worker would pass the knowledge to the next generation of eager workers, but this scenario is no longer the case. Today every student is encouraged to attend a four year college, and while receiving a bachelor's degree is a very admirable achievement, many students are really not suited for college or they may simply not be interested in college. With so many high school curriculums today focused on college readiness, where does this leave the student that would rather enter the workforce after high school?

The disappearance of middle and high school shop classes has left the U.S. with a generation of people that cannot use tools or perform simple home repairs; and on a larger scale has created a gap between the number of skilled workers and jobs in the U.S. In addition to the decline in skilled labor and more students entering four year universities, the shift of U.S. workers from manufacturing to service related careers has left the United States with a huge trade deficit and a rapid transfer of wealth to foreign nations. In this paper the author will explore the need to return shop and trade related curricula to public schools as well as the impact on the U.S. economy by not returning to a manufacturing base.

Each year the Manpower Group publishes the results of an annual survey that outlines the current needs of employers in the U.S. The most current report, published May 29, 2012, reveals that the majority of talent shortages exist in the skilled trades, engineering, and IT staff. In fact, the most difficult job to fill in the U.S. on the date this survey was published was in the skilled trades. Of the 1300 employers that were surveyed the most common reason for the shortage of skilled workers was simply a lack of qualified applicants (ManpowerGroup, 2012). It is interesting that in a time of high unemployment and uncertain economic times that employers would have a difficult time finding qualified applicants to fill skilled labor positions. According to Bloomberg *Businessweek*, despite high unemployment if you are an electrician, plumber, welder, or machinist you will not have a problem finding a job even with a troubling economy (Roberts, 2012).

USA Today reports that unemployment fell from 7.9% to 7.7% in November 2012 with North Dakota having the lowest unemployment rate at 3.2% and Nevada remaining the highest at 10.8%. Although on the surface a declining unemployment rate is encouraging, the article goes on to report the drop in unemployment is due largely to 350,000 Americans dropping out of the labor force. While many of the 350,000 workers included baby boomers retiring, the remaining workers simply stopped looking for work (Davidson, 2012). In November 2012 the Associated Press announced that the number of unemployed increased by 170,000 to a total of 12.3 million and at the same time the average hourly rate decreased by a penny (Associated Press, 2012). If there are millions of U.S. workers out of work and still looking for work, then why are there so many jobs in demand that employers simply cannot fill? The answer to this question is far too complex to completely address in this paper, however it is evident that there are not enough workers qualified for the jobs that are in demand and many U.S. workers simply do not want jobs in the trade industries.

According to Forbes (2012), shop classes are being systemically eliminated from public schools simply because they are no longer valued by school administrations. The Western Association of Schools and Colleges Accreditation Commission does not include shop classes in their requirements and since schools are graded on the student's ability to participate in the first year of college, shop classes are being systematically eliminated from public schools. The article goes on to say that students are no longer learning how to swing a hammer or work with wood and the belief is that society no longer values these skills and trades are often a last resort when we are simply out of other options. "Looking at shop class in this light is short-sighted and detrimental to America's future." (Brown, 2012).

Not only are jobs available right now for men and women that know a trade, the more pressing need for the United States to return to a manufacturing base has never been more evident than right now. In 2006 Warren Buffet of Berkshire Hathaway warned, "The U.S. trade deficit is a bigger threat to the domestic economy than either the federal budget or consumer debt and could lead to political turmoil. Right now, the rest of the world owns \$3 trillion more of us than we own of them. Our country's net worth is now being transferred abroad at an alarming rate." (Riddix, 2009).

The trade courses, or historically known as "shop" classes, will prepare students to enter the workforce technically competent as an entry-level tradesperson and have the work ethic to quickly become a leader. According to Multifamily Executive, it is estimated that there were 317,000 multifamily housing starts in 2013. (In 2014, the number is expected to be over one million.) This is certainly good news for the economy; however, the author warns that there will simply not be enough skilled tradespeople and contractors to accomplish this task (Shaver, 2013).

PTT trade courses will be designed to increase the students' skill level and confidence at a rate that is both reasonable and safe. Beginning in the sixth grade, students will only be permitted to work with very safe hand tools and fastening devices. For the younger student, the goal is primarily to introduce them to the many facets of the trades, teach them how to work safely with their hands, teach shop and workplace safety, and finally build their confidence. As the student enters high school, the work becomes more intricate and the equipment more complex. Due to their experiences in the lower

grades, students should have a good idea of which trade is most appealing to them by the time they reach high school.

Trades tracks that will be available for the first few graduating classes will include Carpentry, Electrical, Plumbing, Welding, and Machining. As the school grows other tracks will be added to include, but not limited to Sheet metal, HVAC, CAD Design, and possibly some medical tracks. The decision to add or subtract a track at any time will be based on the demand for the job in the marketplace; it simply does not make sense to teach skills that are not going to be in demand. A sample list of trade courses is available in Attachment 5.

Common Core Curriculum Alignment

Integrating curriculum that is aligned with Common Core State Standards (CCSS) is only one part of the overall CCSS implementation. Developing life skills and cognitive skills are also an important consideration when moving towards CCSS. In addition to building or using curriculum that is framed around CCSS, students in the 21st century need to gain cognitive and social skill that allow them to deal with many of the complex challenges that face our country and planet. These skills will be addressed in every course by infusing creative thought, critical thinking, problem solving, and communication into the daily routine.

In 2011 Pearson announced the release of their new Common Core mathematics curriculum covering Algebra I, Geometry, and Algebra II. The curriculum is fully correlated to the Common Core Standards for Mathematical Content and the program's authorship team has infused each lesson with the Common Core's Standards for Mathematical Practice. Common core standards are evidence based. Through the use of daily and weekly PLC team, mathematics and English teachers will explore each of the standards as described at <http://www.corestandards.org/ELA-Literacy/RI/9-10> and shape the daily lessons to map to CCSS. PLC teams will always from a standpoint of three questions:

1. What do we want student to learn?
2. How will we know it when they have learned it?
3. What will we do if students struggle?

The current English curriculum for James Irwin's existing middle and high schools have been mapped to the CCSS and have been shown to be effective as is evidenced from the schools' track records on state assessments. PTT will use the same prove curriculum with modification only in some genres of reading and writing to match more closely to the trades.

Financial literacy and responsibility will be taught throughout the curricula, however during the students 12th grade year, they will be required to be enrolled in a personal finance course. The course curriculum comes directly from the work of Dave Ramsey and has been aligned to the CCSS. For documentation on all CCSS alignment and curriculum mapping see Attachment 6.

21st Century Life Skills

According to the Partnership for 21st Century Skills, the United States continues to compete in a global economy that demands innovation and in order to move the U.S. education system in the right direction we must fuse the academic side of education with the 4Cs (Framework for 21st Century Learning, n.d.):

1. Critical Thinking & Problem Solving
2. Communication
3. Collaboration
4. Creativity & Innovation

PTT is dedicated to providing students with a great education that will allow them to enter the workforce with all of the skills listed above or choose to use those skills to enter a vocational school or traditional four year college. These objectives will be met and evidence of success will be due to the following activities:

- Completion of the Individual Career and Academic Plan (ICAP)
All students will begin the career planning process as early as the sixth grade. Although it is unreasonable for sixth grade students to really know what they want to do after graduation, they will have the opportunity to explore skill sets very early. As students enter high school they will begin to document each of milestones in the ICAP Indicators Worksheet. Many of these milestones will also be stored in the student's portfolio.
- Character & Life Skills Courses
Beginning in the sixth grade all students will be required to take a Character and Life Skill course each year. The purpose of these courses is to increase the student's ability to handle peer pressure, bullying, and time management.
- Student Portfolio & Capstone
- Trade Courses & Course Connections
- Internships, Apprenticeships, Lab Assistance, & Community Service
- Student Professional Development

School Culture

The culture of the school is centered on students' safety and their educational needs. Graduates of Power Technical & Trade Academy will fill the needs of the next generation of skilled craftsmen and do so with strong work ethic. Due the dangerous nature of most lab courses and the need to develop strong work ethic and character, students will display integrity, excellence, honesty, responsibility, and respect. Each day, students will learn, grow, and experience success both academically and in the trade courses. Respect for one another, school staff, and community members will become natural and a keystone of the school. Students will work collaboratively on all team projects, provide support for peer success, and respect the needs and differences of everyone. A PTT student will be proactive in seeking new opportunities in the school and the broader community.

Student-Centered

The mission of Power Technical & Trade Academy is to prepare students to enter the workforce with the skills necessary to be successful in a trade while also having the character and work ethic to become the most valuable members in their chosen trade. This mission has everything to do with the student and what is best for them. The foundation of every decision to be made will be framed around the question “What is best for students?” It is important to note that what is best for students is not always what students believe is best for them.

1. Some educational leaders have taken the position that homework may not be necessary for learning; we are not of this belief. Research shows that homework is necessary and effective when it is applied correctly to each learning situation. Some considerations include:
 - a. The main purpose of homework is to build automaticity and provide time to deepen understanding, thus increasing the student’s readiness for new material.
 - b. Homework should include only a few concepts so students can learn them on a deeper level.
 - c. Homework should be matched to the learning goal. When creating homework assignments, it is important to focus on what we want the student to learn.
 - d. Teachers are responsible for providing timely feedback. The student needs to know what was correct and what needs to be changed. Since we know what we want them to learn, this is the time when we can determine if they have actually learned the concepts.
 - e. Parental involvement should be limited to facilitating the completion of the homework. The student should have the resources available to complete the assignment (Research-Based Strategies, 2005).

Discipline

The word discipline can take on different meanings. In the context of school culture, we define discipline as *training to act in accordance with rules and behavior that is in accordance with the rules*. Since the nature of this school has many dangerous components (i.e. power tools, cutting tools, chemicals, etc.), it is necessary to maintain absolute safety and discipline at all times. Students will be required to wear the appropriate clothing. Students that are found to have intentionally created an unsafe environment may be suspended immediately without additional warnings in the interest of protecting other students and staff.

The culture of PTT will remain positive at all times, but also strict. Students are expected to comply with instructions immediately and with respect. Second to safety, a disciplined learning environment will lead to respectful students and ultimately well-disciplined workers. Students will learn:

1. How to make respectful introductions. Using “Yes Sir” and “Yes Ma’am” will be expected when addressing instructors, guests, and other adults.
2. How to shake hands and use appropriate eye contact when talking to others.
3. That it is polite to not interrupt others while they are talking.
4. Active listening skills and learn how to become good communicators.

5. That the workplace is not the place for gossip and rumors. Students will be taught how to avoid being drawn into a negative working situation and what should be done when negative gossip is occurring.
6. How to avoid harassment of any kind and how to handle it when they come across it.

Character-Focused

As we seek to guide students in the development of their character and academic potential, the PTT community is committed to fostering a culture based on the five James Irwin character traits, which we refer to as the “Guidelines for Success” as well as one additional attribute “Work Ethic.” The five pillars of all James Irwin Schools are:

Honesty: truthfulness, freedom from deceit or fraud. What this looks like:

- telling the truth (even when that means admitting I did something wrong)
- doing my own work (refusing to take credit for something I did not do)
- taking only what belongs to me (and working to earn it)

Integrity: more than just honesty, integrity deals with the whole person. A person can be honest and mean. You’ve probably met people who are “brutally honest.” In other words, they say whatever is on their mind, with no regard for the impact their words have on other people. A person can be honest and selfish, the kind of person who can’t seem to be genuinely happy when something good happens to someone else because it’s “not fair” that the other person got the praise (or prize or credit or whatever...) instead of them. A person of integrity lives a life of adherence to a moral or ethical code. In other words, their actions match up with their words. They don’t just talk the talk; they walk the walk. What this looks like:

- treating others the way I want to be treated (the “Golden Rule”)
- speaking the truth *in love* (resisting the temptation to gossip or say something that is mean-spirited, even though it might be true)
- being genuinely happy for the success of others (it’s not “all about me”)
- being patient and understanding (encouraging others when they make mistakes rather than “kicking them while they’re down”)
- exhibiting kindness, gentleness and self-control

Responsibility: taking ownership of my actions and the resulting consequences, whether good or bad. What this looks like:

- being in the right place at the right time and fully prepared to learn (completing assigned readings, viewing podcasts, etc...before class)
- accepting the consequences when I make mistakes (rather than looking to “pass the buck” or blame someone else)
- learning from my mistakes (everyone makes errors from time to time, but only a fool refuses to learn from his mistakes)

Excellence: the quality of striving for continual improvement with the goal of reaching my full potential. What this looks like:

- giving my best effort (not necessarily being the best, but being the best I can be at that moment)
- looking to improve (never being satisfied with “good enough,” but pushing myself to play better, learn more, etc...)
- working together as a team towards a common goal (encouraging excellence in others; even though much of what we do on the academic world is based on “personal achievement,” our attitude towards others (the expectations we have of them, the level of cooperation and collaboration we have with them, the way we treat them, etc...) will have an effect on the school as a whole. My pursuit of excellence should never be in isolation, but tied to the larger goal of creating an excellent school with excellent teachers who strive to provide an excellent education for excellent students.)

Respect: every person has intrinsic value (regardless of age, race, gender, religious preference, economic status, or any other distinguishing trait you can think of). What this looks like:

- always treating everyone with dignity (no matter how hurt or frustrated, or even angry, you might be)
- talking with other people (not at them or down to them or about them behind their backs)
- acknowledging differences of opinion (this does not mean you have to agree with them; I can agree to disagree with someone in a way that does not belittle them or put their opinion down; respecting others means not always being “right” or “getting the last word.”)

Work Ethic: The belief that work has a moral benefit and an inherent ability to strength character (Work Ethic, n.d.). This looks like:

- Attitude: Stay enthusiastic
- Appearance: Look like a pro
- Attendance: On time, everyday
- Ambition: Most employers are looking for workers that can one day take a greater role in the company. It is important to learn your job well and begin asking how you can do more.
- Discipline: Staying focused on your tasks, never comprising quality, and being a good representative of the company your work for and the career you have chosen.
- Teamwork: Most of the time employees must work with other people. Working together to reach a common objective without allowing personal bias to influence our decisions is very important.

PTT Course Offerings

Department	PTT Courses
English Courses	<ul style="list-style-type: none"> English 9 English 10 Technical Writing Capstone Course
Mathematics Courses	<ul style="list-style-type: none"> Algebra I Geometry Algebra II Advanced Math Calculus
Science Courses	<ul style="list-style-type: none"> Biology Chemistry Physics
Social Studies Department	<ul style="list-style-type: none"> World History I & II American History Government Economics Leadership & Citizenship
21 st Century Program	
World Languages	Initially, there will be no offerings in this department for PTT.
Physical Education	<ul style="list-style-type: none"> Health & Wellness PE
Business	<ul style="list-style-type: none"> Business Management & Financial Ethics Personal Finance & Entrepreneurialism
Fine Arts	Initially, there will be no offerings in this department for PTT.
AVP Programs	Welding

Due to the need for students to attend labs each day, the course offerings at PTT are very limited. Aside from the traditional math, science, English, and history curriculum, most of the remaining courses are dedicated exclusively to teaching trades, work ethic, character, and business skills. Although PTT does not offer courses in computer science, computer aided drafting, and critical thinking, all of these skills are embedded in the trade courses and Life Skills courses.

F. Plan for Evaluating Student Performance

Assessment and Academic Data

School leaders in the 21st century educational arena have responsibilities in many areas including school safety, hiring staff, training teachers, maintaining records, upholding law, creating budgets, managing facilities, and the list goes on. It can be easy to forget that the first job of all school leaders is student success and performance. This section addresses the school's plan for evaluating pupil performance and includes schedules for standardized tests as well as a plan for summative and formative classroom assessments. In addition to tests that are to be given, professional development time will be allocated to tracking and responding to student needs through well-developed Professional Learning Communities (PLC).

In addition to state-mandated assessments (CMAS, ACT), PTT will administer NWEA-MAP tests for grades 6-10 and the EXPLORE and PLAN tests for 9th and 10th grade students, respectively. NWEA MAP testing will occur three times each school year. The first test will be given in the fall and will be used to establish growth goals for the year. A second test will be given in the winter to measure mid-year progress. The third test will occur in the spring and will be used to measure continued progress toward growth goals as well as an additional data source for correlation against CMAS scores.

Grade-level and school-wide assessments will be used to track student progress. Each class will include comprehensive semester exams. Interim assessments (chapter tests, unit tests, book tests, etc...) will also be used throughout the school year. Real-time learning checks (quizzes, question/answer, reading responses, etc.) will be used to inform instruction. Summative and formative assessments will be scheduled based on the specific needs of each department and the results will be analyzed by department-level and grade-level teams. Every course will administer a mid-term exam at the conclusion of the first and third quarters and a comprehensive final exam at the end of each semester. These exams will remain consistent each year and will be used as a tool for monitoring student achievement throughout the year and from year to year.

All eleventh grade students will take the National Career Readiness Certification during May. The assessment is designed to identify those students with the skill necessary to be successful in the work force. These skills include *Reading for Information*, *Applied Mathematics*, and *Locating Information*. Based on the score received, the student can obtain any of four levels of certification: Bronze, Silver, Gold, or Platinum based on receiving a score of 3, 4, 5, or 6, respectively, on the exam. The certification is portable and the student will use this when interviewing or applying for internships. Students will have more than one opportunity to take the test. The certifications are valuable to employers since they can be verified electronically.

Other non-traditional assessments will be given based on the student's choice of track. Assessments will be based on certification programs established by the governing bodies of the various skills. (electrical, plumbing, etc.) Some of these assessments include welding certifications, National Institute for Metalworking Skills (NIMS) machining credentials, and additional workforce readiness and safety

certifications as required by trade. Assessments in manufacturing skills will be based on the various skill certifications outlined by the National Association of Manufacturers. Additionally, certificates of achievement will be issued for completion of courses related to work ethics. Students must receive a score of 90% or better on the work ethic assessments in order to receive certification.

Frequency of Assessments

Dates	Assessment	Description	Grades
August/May	NWEA MAP	This assessment will be given three times per year. In August the data will be collected to establish goals for the year, in January the assessment will guide PLC teams on mid-year progress, and finally the May assessment will provide an additional data source for correlation against CSAP / TCAP scores.	7,8,9,10
October	PSAT	The Preliminary SAT is a standardized test that provides practice for the SAT and it is also a qualifying exam for the National Merit Scholarship program.	11
October	Aspire 10	Aspire 10 is given to all 10 th grade students and serves as a midpoint measure of academic progress in ACT's College Readiness System. Aside from supporting the student in preparing for the ACT, the information will be used by the school to address high-priority issues.	10
October	Aspire 9	Aspire 9 helps students begin preparing for college readiness and career choices.	9
November	CMAS and CoAlt	State mandated assessment to gauge student progress and the school's progress toward meeting goals in science & social studies.	12
January	ACCESS	ACCESS will be administered annually during January to determine which tier each ELL student falls into. Data collected from this assessment will be used to create an ELL plan for the student.	All ELL Students
October/March	Midterm Benchmark	Midterm benchmarks will serve as both a summative assessment and a common formative assessment. The grade will serve as a midterm grade for parents, but more importantly the results will be used by PLCs to guide instruction and make	All Grade Levels

		adjustments for the remainder of the year.	
March	CMAS	State mandated assessment to gauge student progress and the school's progress toward meeting goals in reading, writing and math.	3 rd -10 th
April	ACT	All juniors will take the ACT during April to assess their college and career readiness.	11th
April	CMAS	State mandated assessment to gauge student progress and the school's progress toward meeting goals in social studies.	7th
April	CMAS	State mandated assessment to gauge student progress and the school's progress toward meeting goals in science.	8th
May	NCRC by ACT	The National Career Readiness Certificate is a nationally recognized assessment that helps to identify individuals with the skill necessary to be successful in the workforce. The assessment is based on Reading for Information, Applied Mathematics, & Locating Information.	11 th & 12 th
May	CMAS Summative	State mandated summative assessment to gauge student progress and the school's progress toward meeting goals in reading, writing and math.	3 rd -10 th
December/May	Final Exams	Final exams serve primarily as summative assessments for the end of each course. The data collected will be used to design and guide instruction for the following school year as well as evaluating student growth.	
Varies	Chapter / Unit Exams	Each department will test students at the end of each chapter, unit, or as prescribed by the curriculum publisher. Unit exams will be factored into the students' progress grades and will be used to guide or remediate instruction as needed. This data will be included in PLC discussions.	All Grade Levels
Varies	Quizzes / Formative Assessments	Every department and grade level PLC team will design meaningful formative assessments to guide classroom instruction. These assessments and other data will be included in all PLC discussions. Some common formative	All Grade Levels

		assessment will be administered at least every two weeks. These types of assessments will have a very low point value when averaged into the overall grade.	
--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Data Specialist

With so much data available to teachers and administrators today, it can be a daunting task to know where the data is housed, how to get the data, what data should be analyzed, and really understand what the data should mean to the school. The James Irwin Charter Management Organization currently has a full-time person with the skills and expertise of organizing and delivering the data to the stakeholders that need the information. The data specialist will meet about every two weeks with either the principal or assistant principal to update essential data for PLCs and school performance management.

In addition to managing the data for the school, the data specialist will provide training to the staff on how to best use the data in PLCs and for developing a school improvement plan. According to Creighton (2007), most schools collect and report data only to satisfy administrative requirements rather than evaluate school improvement. Standardized test scores are usually reviewed briefly by school leaders and then placed in a file for future reference. The author goes on to recommend that leaders learn how to become more proactive with data rather than reactive (Creighton, 2007). The data specialist will drive a proactive approach to data-based decisions.

Response to Intervention (RtI)

Data collected from the school data specialist and PLC teams will be used to drive instruction and ensure that students are meeting the learning objectives. All data will be stored by James Irwin Charter Schools and will be available through Alpine Systems. The essential components of RtI include screening, progress monitoring, and prevention. Data analysis and decision making will occur at all levels of the RtI process through the collaborative work of PLC teams and school administration.

Screening will be accomplished through a series of placement testing at the beginning of the school year, weekly formative assessments, summative data, and NWEA testing. The data will be used to drive classroom instruction, determine if all students are learning, and identify those that need additional interventions. The purpose of the screening process is to determine if the curriculum is working, is the instruction effective, and which students need additional assessment and instruction. All students are involved in the screening process, not just the students that appear to be struggling. The main goal of screening is to identify problems and implement solutions before students are behind.

The purpose of progress monitoring is to determine if students identified as at-risk are making adequate progress and at an acceptable rate. PLC teams will monitor progress of these students at least weekly and will adjust instruction as needed. Students identified as at-risk will receive targeted supplemental

instruction either in the regular classroom or in a separate lab course. The lab courses will be designed to focus on specific learning needs like math, reading, or writing.

If a student that has been identified as at-risk has not responded to some of the typical interventions noted above, the student may enter into a pre-referral process for special education services. The purpose is to determine if there are other accommodations that can improve student success such as a change in class times or specialized study halls. In this process a student staffing will convene which may include general education teachers, parents, counselors, school administration, and possibly a special education teacher. The goal of this staffing is to find interventions that work without referring the student to special education. According to Great Schools (2010), the team meeting should follow these steps.

- a. Review the student's strengths, interests, and talents.
- b. Discuss reasons for referral, overall performance level, and behavior in the classroom.
- c. List interventions previously tried and their rate of success. (School interventions may include accommodations, modifications, and behavior plans. Home interventions may include follow up with health concerns, behavior plans, and help with homework.)
- d. Brainstorm interventions that address concerns.
- e. Select interventions to try.
- f. Develop a plan for carrying them out.
- g. Agree on a time to meet again to discuss progress.
- h. Put the intervention into action and evaluate it over time. The timeline can vary greatly — from a couple of weeks to a school quarter or trimester, depending on the type of program set up.
- i. The team meets again to discuss the success of the intervention. As a result of the intervention, did the child's performance improve, remain the same, or decrease? (Stump, Ph.D., 2010)

If the interventions are effective and the student seems to remain on track, then the plan will remain in effect and periodic meetings with the original team will be held to review progress and possible modifications. If the interventions do not work, then different interventions may be tried or the student may be referred for special education evaluation.

Professional Learning Communities

Standardized state tests, final exams, and college readiness tests are useful tools for determining what students learned during the school year or throughout several years of school; however these types of assessments provide data that is too broad for fine-tuning classroom instruction during the school year. Through the use of common formative assessments and classroom data, Professional Learning Communities (PLC) will be formed with the purpose of driving classroom instruction through collaborative inquiry, deep conversations, and constant improvement. Each group will use data to create lessons collaboratively, develop assessments, study curriculum, and ultimately improve student learning.

During the inquiry cycle, the PLC will investigate a problem or teaching challenge that needs improvement. According to Nelson, LeBard, & Waters (2010), the key element to collaborative inquiry is looking at student work and beginning to focus the inquiry on one or two main problems. Each PLC team member will present ideas about what problems are the most important to solve now, and then focus on those one or two problems. Trying to solve every problem at once is unreasonable and quite often creates new challenges unintentionally. During the inquiry process the team will develop inquiry questions that eventually lead to common goals. During the implementation process of inquiry, the members will implement a common action in the classroom and plan for data collection (Nelson, LeBard, & Waters, 2010).

The PLC will engage in deep conversations that are centered on student work and common formative assessments. By working together on grading and creating lessons, the team will form common standards and grading practices that work best. The authors suggest that when student work is not present during these meetings, the conversations often become more generalized or shift to talking about problems.

The final key component of the PLC will be the Improving Approach. Often groups use only the proving approach when discussing student achievement. For example, one might say that students understand the key concepts because 80% of the students had the correct answer. This according to Nelson, LeBard, & Waters (2010), focuses on the successes or failures of past instruction rather than addressing the students' current and specific needs. In the Improving Approach, the PLC takes the stance that there can always be improvement and through inquiry and data the team keeps working toward improvement.

PLC teams will meet formally every two weeks during professional development time. Team members will bring any formative, summative, and representative classwork to each meeting. The team will determine what they want students to learn, how to determine when they have learned it, and finally what to do when they have not learned concepts to mastery.

Reviewing & Reporting Progress

Power Technical & Trade Academy will create a School Accountability Committee (SAC) during the school's first year. This committee will be established in accordance with state law (C.R.S. 22-7-106 and 107). The committee will be responsible for monitoring the school's progress toward meeting goals. The SAC will administer an annual survey to parents, teachers, and students in late winter or early spring of each school year to gauge overall satisfaction with the school and the school's curricular and trade programs. At the end of each school year the SAC will produce a *Report to the Community* that details the school's progress in meeting goals and any new or revised goals for the future. This report will be made available to all school stakeholders. The SAC will also play an important role in reviewing the Unified Improvement Plan. The SAC will be a standing subcommittee of the governing board.

Grading

The academic year is divided into two semester periods. A letter grading system will be used. The grade for each semester will be based on class work, daily assignments, quizzes/tests, projects, and semester exams. Student attendance, tardiness, participation and behavior may also affect grades. Grading guidelines for each course are outlined in the course syllabus.

Report cards will be mailed directly to parents/guardians twice a year at the end of each semester. Students not completing course work by the end of a grading period will receive a failing grade, whether due to failure to turn in assignments, complete projects, take a test and/or fulfill other course requirements. The only exception to this will be in extenuating circumstances where illness or some other legitimate reason keeps a student from completing the assigned work. In these rare cases, the student will receive an incomplete for the course and will be granted two additional weeks to complete the work. If the work is not completed by the end of the two week period, the grade becomes an "F".

PTT utilizes the following Grade Point Average (GPA) scale for all transcripts:

	Grade Range		GPA Equivalent
A	90% - 100%	Excellent	4.0
B	80% - 89%	Good	3.0
C	70% - 79%	Acceptable	2.0
D	60% - 69%	Below Average	1.0
F	59% and below	Failing	0.0

Students receiving a failing grade will be required to retake the course in order to advance to the next level. Social promotions will not be permitted at the school. Final grades in most math and Trade courses must be a C- or better to advance to the next course.

Graduation Requirements

To graduate from PTT, a student must earn 50 credits by fulfilling the following course requirements:

- English – 8 credits
- Character & Life Skills – 8 credits
- Science – 6 credits
- Mathematics – 8 credits
- History – 8 credits
- Trade Courses – 12 credits

In addition to these courses, students must document no less than 40 hours of approved community service, complete the work portfolio, and complete one semester of practical experience through an approved internship, apprenticeship, or as a school lab assistant.

Remediation

It would be ideal for every student to enter the sixth grade at or above grade level, but that is an unrealistic expectation. The schedule is designed to allow for remediation in all grade levels, but especially in grades six through eight. The goal is to have every student at grade level before entering the ninth grade so they can begin to focus on trade skills.

Math and reading labs will be available during the normal schedule. Students will be required to attend math and reading labs if there is data that suggests additional support is required. This data will come from placement tests, classroom assessments, and standardized tests. Placement into a remediation course will be the decision of the admissions office, testing coordinator, and teacher directed PLC teams. Students that do not require remediation will be permitted to take electives during this time, which can include additional courses geared toward the trades.

Math remediation will be a combination of teacher-led activities and online activities using ALEKS. Assessment and LEarning in Knowledge Spaces is a web-based, artificially intelligent assessment and learning system. ALEKS uses adaptive questioning to quickly and accurately determine exactly what students do and do not know. ALEKS then instructs the student on the topics he/she is most ready to learn. As the student works through the course, ALEKS periodically reassess the student to ensure that topics learned are also retained (What is ALEKS?, n.d.). In our experience, this program works best when students have some independent time and some time with teacher instruction. A qualified math teacher will always be present in the class as well as peer tutors from time-to-time. The instructor will monitor student progress and provide additional support as needed.

Remediation in reading will be accomplished using *Reading Plus*. *Reading Plus* is an online comprehensive reading program aligned with the Common Core. The program provides intervention by preparing students to engage with complex text by developing all three dimensions of successful readers: capacity, efficiency and motivation. Developed in partnership with leading reading researchers, the personalized and dynamically adjusting program is proven to increase reading achievement for students in grades three through high school and beyond (All New Reading Plus, n.d.).

G. Budget & Finance

The Power Technical & Trade Academy recognizes the importance of proper financial management, and therefore, holds strong fiscal responsibility as a goal. This goal will be met through the following policies:

1. PTT will maintain a balanced budget each year of its operation.
2. PTT will have an independent audit conducted each year. The annual audit will find no major problems or exception with the school's finances, budgeting, or accounting practices.
3. Monthly financial statements including comparisons to projected budgets will be reviewed by the Governing Board and principal and shared with the school authorizer's financial office and required state agencies as requested.
4. PTT will promptly meet all authorizer requests for various financial reports.

Budget

The proposed six-year budget for the Power Technical & Trade Academy is located in Attachment 7. Revenue and expenditure projections are based on the best information available to date. Power Technical & Trade Academy will apply for start-up grant funds in each of the first three years. Grant funds for the first year will be used to acquire core curriculum, furniture and professional development. The next two years will continue with professional development and to build or enhance specific programs, such as the library, technology, etc. We are optimistic that we can secure a significant amount of grant funding; however, we do feel we could still open the school without grant money.

The Academy will maintain the required TABOR reserve and also has a goal of carrying an unrestricted reserve equaling 5% of expenditures in future years.

Revenue projections are based on the following assumptions:

1. Per Pupil Revenue (PPR) for 2016-2017 is calculated at 101% of the District projected amount for FY 2015-2016. Statutory monies to the District are expensed in the Budget. Year one includes a projected enrollment of 250 FTEs. Years two and three include the addition of 50 FTEs and 75 respectively. A general increase of 1% annually in PPR is anticipated.
2. Start-up grant revenue in years zero through two is estimated based on the past experience of James Irwin Charter Schools and on Federal and CDE policy.
3. PTT is not planning on other sources of revenue in its budget, such as Federal Title revenue (except Title II), interest income, District mill levy funding for technology, libraries, reading assistance, etc. PTT is aware of these potential revenue sources, but has chosen to be very conservative due to their unpredictable nature and/or specific guidelines to be followed at the time of application.

Expenditure projections are explained in the "Comments" column of the projected budget. In general, the expenditure plan assumes 0% per year inflation, with exceptions of health care, PERA and Medicare.

We also have not made provision for raises. If PPR increases, however, we plan to make corresponding salary increases. Otherwise, if we can economize effectively leaving us additional money out of the budget, we will try to pay a bonus in lieu of a cost of living increase. The Academy will manage expenditures based on the revenue ultimately available. Based on current projections, the Academy will gradually build a fund balance and reach toward the goal of a 4% unrestricted reserve.

In regard to fundraising, we have chosen not to include speculative possibilities on fundraising in the six-year budget. PTT recognizes that fundraising will be necessary to provide all the necessary equipment for the trade program. We are working with the local manufacturers' association, homebuilders' association, and economic development group to garner support for this endeavor. To date, we have raised in excess of \$60,000 in cash and equipment. Once we have been chartered and the facilities have been secured, we expect that more private funding will be made available.

Accounting and Auditing

PTT agrees to maintain appropriate financial records in accordance with all applicable federal, state, and local laws, rules and regulations, and will make such records available to the Authorizer as requested from time to time. PTT will maintain a comparison of actual expenditures to budgeted expenses. Revenue and expenditures will be consistent with the Colorado Department of Education's Financial Policies and Procedures Handbook and Chart of Accounts.

The Academy will engage an independent, outside audit by a certified public accountant of its financial and administrative operations on an annual basis. The results of the audit shall be provided to the Authorizer in written form within the statutory time limits required by the Authorizer, and shall be published and posted as required by law.

CMO Financial Relationship

The Cost Sharing, Fee Structures and Central versus school level functions can be found in the Sample Draft Contract between JICS CMO and PTT. (Attachment 8)

The fee is 8%.

H. Governance

Power Technical & Trade Academy (PTT) will have a local Campus Council, comprised of citizens, parents, and other interested parties, which will serve as the school's accountability committee and be charged with maintaining the school's culture and the James Irwin Charter School's brand. Its duties and authority are established later in this document. PTT will be governed, however, by the James Irwin Charter School Charter Management Organization (JICS CMO) board. There is a wide variety of expertise on this board, including school district Board of Education experience, both private and urban school experience, charter school leadership, and public school finance experience. The JICS CMO board meets quarterly.

The JICS CMO board is comprised of people to serve the CMO's broader vision of multiple schools under the same leadership. The JICS brand is quality educational programs and high expectations for staff and students. These same high expectations are held by the CMO board and are conveyed through all of the board's decisions. Many of the school's leaders have experience in other aspects of public education and therefore bring differing viewpoints to how high quality charter schools can be replicated to serve Colorado Springs' students. The goal is not to simply offer an alternative to the neighborhood school, but to offer a high quality public education to students who might not otherwise have an opportunity to learn at high levels, furthering the options for college and careers.

The board and CEO recently added new members and the same process will be utilized in the future when new board members are needed. Members will be sought from the community who support the JICS CMO vision and mission and bring a needed expertise to the board. These members may be referred through the networks of current board members or through the Campus Council's at the schools in the collaborative. The board votes to appoint members to open seats. Section 3.3 on page 2 of the JICS Bylaws notes how the board fills vacancies.

Attachment 9 - Governing Board Bylaws

Attachment 10 - Articles of Incorporation

Attachment 11 – Organizational Chart

Currently, there are five members of a maximum seven members allowed on the JICS CMO Board of Directors. Members serve for three years, but may be removed earlier by a 2/3 vote of the remaining members. Pursuant to the bylaws, a majority of members constitute a quorum. The Board has established desirable skill sets for the two additional board members. One of the two new future members will come from the PTT Campus Council. The biographies of the current board members can be found in Attachment 12.

Attachment 13 – Conflict of Interest Policy

Attachment 14 – Grievance Process Policy

Governance Structure

The role of the JICS CMO board will be to provide stability and sustainability for the charter school. The CMO board will utilize tried-and-true policies by providing the majority of policies needed to ensure compliance with federal, state and local applicable laws. Each school will have its own limited governance within an established structure of a Campus Council to provide high quality expertise, consistency and stability while also serving as a buffer for many of the volatile issues raised at the grassroots charter school governing board level such as employment and parent issues.

The CMO board makes policy decisions, selects and evaluates the CMO Chief Executive Officer, ensures adequate facilities for schools and solicits funds for school needs not covered by Per Pupil Revenue. The CEO selects, evaluates, and potentially dismisses the school's lead administrator. The school Principal is responsible for daily operations. Because the school leader is already identified for this charter school, transition from pre-opening to opening phases should be seamless. Moreover, with the support of a CMO central office, many of the initial demands on a school leader will be addressed by a team of people working to ready the school for opening.

James Irwin Charter Schools has been duly incorporated by the Colorado Secretary of State's office. JICS has also been recognized by the Internal Revenue Service as a nonprofit corporation and has received its 501c3 designation.

Campus Council

Each charter school, including PTT, will have a Campus Council ("Council") empowered with decision-making for their charter school. The Council will have both seats appointed by the CMO board and seats elected by parents of students in the charter school. The initial Council will be appointed by the CMO board within 45 days of the first Back to School Night when information will be provided to parents about the Council and an opportunity to apply for the Council is explained.

The Council's primary role will be to:

- 1) Provide site-based accountability for school operations;
- 2) Monitor the educational program's academic performance and suggest areas for improvement;
- 3) Assist the principal in the preparation of the Unified Improvement Plan (UIP) for the school;
- 4) Ensure financial resources are being used efficiently and effectively at the school;
- 5) Establish partnerships for the school in alignment with the vision and mission; and
- 6) Serve as a conduit between the CMO board and the charter school community.

The Council will conduct an annual survey of parents using an instrument developed by the CMO, which may include additional site-specific questions developed by the Council. The Council will fulfill responsibilities designated by State Statute for School Accountability Committees. The Council will not serve as the school's Parent Teacher Organization (PTO) nor will it oversee the school's PTO, which will

operate independently in collaboration with the school's Principal. Each charter school will have CMO policies for operations. The Council may adopt site-specific policies with CMO approval. For example, the Council may adopt a policy honoring a specific Colorado Springs historical figure in the school's character recognition award program.

The Council will be comprised of seven members, including:

- The school principal
- Two community members; and
- Four parents of students currently enrolled in the charter school.

The CMO will appoint one community member and two parents to serve on the Council each year. These individuals will be designated each spring in preparation for the upcoming school year. The school will conduct elections for one community member and two parents each spring. Either appointed or elected Council members may serve two consecutive one-year terms. They will again be eligible to serve on the Council after taking a year off, if they wish to serve again. Vacancies will be filled by the CMO board upon recommendation from the remaining members of the Council and be for the completion of the one-year term.

Each Campus Council will conduct an annual evaluation of the CMO's performance in relation to its own school. The process will include a survey of Council members, lead administrative staff, and parents/students on an instrument developed by the Council. The Council will submit an annual report to the CMO board that includes the results of the CMO evaluation survey, academic achievement data of interest/concern and any additional comments or suggestions from the Council. The Council will consider the school calendar each year and make recommendation to the CMO board.

A representative from the CMO will attend all Council meetings. Conversely, a representative of the school Council will attend quarterly CMO board meetings. The Council will record minutes of their meetings, which will be posted on the school website after Council approval of the minutes. The Council will meet at least quarterly in a meeting open to the public and posted according to the Colorado Open Meetings law. The Council will not employ, nor supervise, any school staff (this does not pertain to the school principal serving on the Council). All employee concerns shall be directed to the CMO. Council members may be asked to serve on CMO board committees from time to time.

Leadership

The first Power Technical & Trade Academy principal will be selected by the CMO. Subsequent principals will be selected by the CMO and presented to the Council for consideration. It is important to the CMO that new principals are already working at JICS; are involved in leadership responsibilities; have skills and expertise aligned with the school's philosophy; and is on the career pipeline within JICS. New principals will typically not be hired from outside the JICS system. Highly capable potential leaders may be fast-tracked through the career pipeline if the situation warranted it, but the coaching and relationships established through the pipeline is vital for all leaders.

Principal

The position of principal requires a person with multiple qualifications and skills. Due to the unique nature of PTT, the principal will be required to understand the traditional role of an academic school leader as well as a basic understanding of the trades and shop safety. The principal will set the tone for the learning, culture, and accountability of the school as well as provide positive leadership and motivation for other staff members and students. Minimum requirements and qualifications for the position of principal are listed below.

- Develop yearly school improvement plans and the mandated Unified Improvement Plan (UIP), as well as communicate and implement the plans.
- Have excellent communication skills, convey the mission and vision of the school, and broker buy-in from all stakeholders.
- Set and maintain high curricular standards that lead to meeting and exceeding the requirements on state mandated tests.
- Understand how to interpret budgets, prioritize fiscal needs, and be familiar with all district, state, and federal requirements to ensure the school is in compliance at all times.
- Design, maintain, and implement a professional development program that is based on the Professional Learning Community (PLC) model which emphasizes student achievement and teacher improvement.
- Maintain a system of record keeping for student attendance, student discipline, and academic records that is always fair and in compliance with the Family Education Rights and Privacy Act (FERPA).
- Perform staff performance reviews at least twice per school year that emphasize the need for constant improvement.
- Foster a positive relationship with all stakeholders and the greater community. The principal will be able to organize and manage a School Accountability Committee (SAC).
- Possess a Master's Degree or higher in the field of education or engineering. The principal shall have a minimum of five years of experience in education as a teacher or school administrator.
- Other duties as required.

Assistant Principal

The assistant principal of PTT will be a master teacher capable of demonstrating high teaching standards and have the skill of coaching and training other teachers. The assistant principal is primarily in charge of the traditional curriculum, teacher coaching, and monitoring student progress. The duties and functions of the PTT assistant principal are listed below.

- Facilitate the development of traditional curriculum in math, science, English, history, character, and academic elective courses.
- Coach teachers in order to maintain and develop highly effective teaching every day. Coaching will include, but not limited to, ensuring the effective teaching cycle is being used, Direct Instruction and High Trust techniques are being implemented, and effective classroom management skills are being utilized.

- Work with the principal on organizing and implementing professional development for teachers, staff, and students.
- Possess a Bachelor's Degree or higher and be working toward a Master's degree. The assistant principal shall have a minimum of three years of experience in education as a teacher or school administrator.
- Oversee Individual Learning Plans and the Response to Intervention process.
- Other duties as assigned.

Evaluation of Principal

Principals are evaluated in a formal written evaluation annually. Student achievement and growth data as well as school goals formulated by the principal and their leadership team are an important part of the evaluation process. Schools are visited regularly where school goals - progress, difficulties, and adjustments - are discussed with the principal and leadership team. Another evaluation tool (Vanderbilt Assessment of Leadership in Education) addressing broader environment/cultural issues are also utilized.

I. Employees

Elementary and Secondary Education Act

All public school teachers who teach core academic subjects must be “highly qualified” pursuant to the Elementary and Secondary Education Act, as amended. PTT will ensure that all teachers are “highly qualified” when hired. In addition, PTT will make hiring decisions with the priorities for teachers who convey high levels of academic rigor and are able to optimize the needs of working other departments including the trade courses. PTT teachers will have a higher degree of accountability for student achievement than most public school teachers.

Professional Development

There is little doubt that effective and meaningful teacher professional development (PD) is foundational to successful classrooms and teacher retention, the real problem usually encountered is designing meaningful training that teachers are authentically interested in and willing to incorporate. Power Technical & Trade Academy will set aside one hour and fifteen minutes every Monday morning that is dedicated to both teacher and student professional development. The PD schedule will include topics that improve student improvement through intentional professional learning communities, training that advances the teacher’s skills, and a program that teaches the student positive character traits and education on career opportunities.

In Harry Wong’s article *Induction Programs That Keep New Teachers Teaching and Improving (2004)*, Wong suggest that positive student improvement is the result of good teachers, and that good teachers are the product of well-structured professional development. Professional Development (PD) will be tiered in such a ways that teachers with the greatest competency are teaching new teachers and working with students, while less experienced teachers are receiving the most amount of support from administration and veteran staff.

In contrast to many existing PD scenarios, the students will play an active role in professional development. Time will be allocated on Monday mornings for PD and the students will be also be required to attend school. The time will be used differently from Monday to Monday, but in general the students will learn skills that will be important to their own career while teachers are working on other projects. Through a rotating schedule, teachers and administrators will be present during student PD.

For many schools and districts, professional development time is dedicated only to learning a new skill, implementing a new program, or listening to some expert discuss a topic in education. PD time is valuable and important and therefore needs to be more fluid than simply sitting and learning. PD is designed around the needs of the staff and students. The components of PD include: Teacher Induction, Professional Learning Communities (PLC), Teacher Development, and Student Development.

Teacher Induction

In his article Wong insists that the creation of an induction program for new teachers is critical for retention and success of first year teachers and that the induction program is simply the first phase of lifelong learning and professional development. Since the induction program is critical to a school’s success, the mission statement of the teacher induction program is important to its success (Wong,

2004). The new teacher induction mission is, “The new teacher induction program will support student character development and academic excellence through rigorous professional development of research-based teaching methods and positive behavioral support systems.” This mission statement is aligned with the schools mission and vision and states specifically that we will first learn how to be effective in the classroom, manage behavior, and do these things in a very positive manner..

During the induction process teachers will learn the basics of Direct Instruction, a Flipped Classroom model, and classroom management. Only after these skills are mastered will the teacher move onto other forms of development. During new teacher induction, teachers will learn in a manner that is consistent with the way we want them to teach. Each module will be modeled after the *effective teaching cycle* and teachers will have plenty of opportunity to demonstrate what they know and have learned.

Classroom management will be taught to new teachers from a trust perspective rather than from a bait and punish viewpoint. Hal Urban has a list of 20 things good teachers do, and one of the recommendations is that good teachers help students both own and honor the rules (Urban, 2008). The beginning of any discussion on classroom management will be the need to be consistent in how we manage our class and maintain that consistency throughout the school year. This idea of consistency also includes the rookie mistake of trying to be the “cool teacher” and allowing students to do what they want rather than what they need to do.

Professional Learning Communities

Professional Learning Communities (PLC) are discussed in greater depth in Section F: Plan for Evaluating Pupil Performance. The goal of a PLC is simply to ensure that students are learning. A PLC group can be comprised on grade-level, department-level, or a combination of both all looking at data and student work to determine if the learning objectives have been met. An effect PLC will have samples of work available during these times and have a well-define goal on what they intend to achieve. Additionally, the PCL will always work with three questions in mind:

1. What do we want the students to learn?
2. How will we know it when they have learned it?
3. What will we if they have difficulties?

These three questions will drive objectives, instruction, and remediation.

Teacher Development

While it could be argued that teacher induction, classroom experience, and PLCs are all a part of teacher development, the bigger idea is not simply to be good at teaching, rather become great educational professionals. Teacher development is about taking individual skill levels and the entire school to new levels. This is not achieved through the latest fad in education nor is it achieved by paying some high-priced expert to impart wisdom on us.

When we think about the daily routine and life-long career of a medical doctor we know that the doctor must complete school and complete rigorous internships and residencies. The residency part of being a doctor can be thought of as the teacher induction process while the PLC component of teaching is analogous to diagnosing patients. This still leaves the continuing education component of being a

doctor where he or she is expected to improve and stay abreast of new developments; this is the teacher development component.

Based on meeting objectives and reaching standards, teachers will hone the skill of teaching and managing students. Once all of the skill objectives related to the art of teaching has been met, the teacher will begin to learn more advanced topics in assessments and curriculum development as well as begin training less experienced teachers. The goal is continuous improvement resulting in student achievement.

Lead Teachers

In addition to normal teaching responsibilities, lead teachers are responsible for the direct supervision of other teachers in their department. Lead teacher are expected to be the expert in their own department and will be the first person another teacher should go to for questions, needs, and support within their own department. Lead teachers report directly to the AP but may always use the principal as a resource as needed. Responsibilities include, but are not limited to:

- Teaming with the assistant principal as a teacher coach within their own department.
- Overseeing department level PLCs and working with other lead teachers on grade level PLC activities.
- Working with the assistant principal to ensure the curriculum is effective and being implemented properly.
- Providing classroom management support to other teachers.
- Implementing Professional Development as needed.

Staff Professional Development

Staff Professional Development (PD) is an essential component of building and maintaining a great school. With the exception Monday holidays, teachers will attend PD every Monday morning from 7:15 to 8:15. During this time, students will still arrive to school at normal time and attend their own version of Professional Development. Based on one hour of PD each week and pre-service induction training, teachers will spend a total of 93 hours per year in PD. The budget for PD will increase as the number of teachers increase and needs of PD are better defined. The estimated budget for the first six years is located in Attachment 7: Six Year Budget. The normal Monday bell schedule will be amended to accommodate PD as shown below:

Period	Times
PD	7:15 – 8:15
1	8:20-9:00
2	9:05-9:45
3	9:50-10:30
4	10-35-11:15
5	11:20-12:00
6	12:05-12:45

7	12:50-1:30
8	1:35-2:15
9	2:20-3:00
10	3:05-3:45

Some of the professional development offerings are listed below, but the school will remain flexible to serve the needs of new teachers. For additional information on Professional Development activities and Professional Learning Communities, see “Professional Development” under section E: *Educational Program*. Funding for Professional Development is included in the six year projected budget in Attachment 7.

- Training in effective teaching and Direct Instruction methodologies.
- Assessment administration and remediation.
- Teacher and staff orientation to James Irwin Schools and PTT.
- Side by side coaching.
- Peer mentoring and lead teacher development.
- Professional Learning Communities
- Effective instructional practices and grade level / department level planning and grading.
- Off-site conferences, classes, and workshops.

Teacher Coaching

An essential component of professional development that is not formally included in the PD hours noted above is teacher coaching. In the James Irwin model, the school’s assistant principal also serves as the teacher coach. All teachers can be effective, given intensive and practical training combined with on-going coaching. When teachers receive extensive training and regular feedback from experienced trainers and coaches, their skills and successes increase rapidly. As teachers become adept at classroom management, high-structure delivery of teaching, and advanced skills in differentiated instruction, their students can surge ahead, experiencing dignity and satisfaction of mastering challenging curriculum. Teachers who have a vast array of “tools in their teaching toolbox” are equipped to help students extend their knowledge and skills to high levels and be well prepared for the next challenge. Coaching accountability enables teachers to learn to instruct with a sense of urgency – maximizing instructional time and teaching more in less time.

The coaching model is positive and designed to support growth in teacher skills. Some the coaching will be observation based. These short observations will typically be unplanned and less than ten minutes. The coach will observe the classroom, students, and teacher and provide written feedback to the teacher. This information will be used to design an appropriate coaching program for individual teacher needs. Some more formal coaching will be conducted as side-by-side coaching. Side-by-side coaching is accomplished by having the teacher wear an ear-piece where the coach can speak to the teacher without disrupting the class. These sessions will be planned in advance so both the teacher and the coach are prepared with a lesson plan. The purpose of this coaching is to focus on one or two things that were noted in the observation phase and focus on improvement. Both the teacher and coach will know in advance what the objectives of the coaching are.

Teacher coaching is embedded in the culture of all James Irwin Schools. During the interviewing process it is made very clear that teacher coaches, lead teachers, and other administrators will be present in classes with or without warning with the purpose of improving teacher effectiveness. Coaching always begins with classroom management, since learning cannot happen without it, and moves into more advanced topics. Coaching will be the foundation of professional development at PTT, establishing goals for teacher and ultimately student achievement. Harry and Rosemary Wong suggest that good instruction is 15 to 20 times more powerful in producing student achievement than any other variable and good instructors are the result of teacher coaching and relevant professional development (Wong & Wong, 2011).

Staff Evaluation

Staff and teacher evaluation will meet requirements set forth by Colorado Senate Bill 10-191. The teacher evaluation rubric, located as Attachment 15, describes the domains in which teachers will be evaluated. These domains include:

1. Community
 - a) Relationships with Faculty and Staff Members
 - b) Relationships with Students
 - c) Relationships with Parents / Guardians
 - d) Relationships with Administration
2. Professionalism
 - a) Professional Comportment
 - b) Professional Growth
 - c) Professional Responsibilities
3. Science of Teaching
 - a) Curriculum and Lesson Planning
 - b) Student Assessment
4. Art of Teaching – Lessons
 - a) Review
 - b) Presentation of New Material
 - c) Guided and Independent Practice
 - d) Closure
5. Art of Teaching – Student Order
 - a) Student Management
 - b) Student Motivation

The teacher evaluation will be conducted formally at the end of each semester. Teacher coaching and constant feedback will occur at least weekly for every teacher and quite often daily for new or struggling teachers. The assistant principal will primarily be responsible for teacher coaching, while the principal will be responsible for formal evaluations.

Teacher Evaluation

While teacher coaching will remain the primary responsibility of the assistant principal, teacher evaluations will be conducted by the principal. Senate Bill 10-191, the Educator Effectiveness Act, is designed to ensure that educators are working toward constant improvement in professional growth and student achievement. Although PTT will seek a waiver from compliance with Senate Bill 10-191 since no teacher has tenure, the spirit and intent of the evaluation process will be used. The Principal of PTT will evaluate every staff member at least once annually, but in most cases at the end of each semester. Evaluations will be based 50% on the practice of teaching and 50% on academic growth of

the teacher's students. The rubric for the practice of teaching is included as Attachment 15: Teacher Evaluation Rubric, while state assessments, TCAP, NWEA testing, and other academic achievement goals will be used to evaluate student growth.

Teachers' evaluations will be based on professional practices and on the growth of the teachers' students. Data will be maintained and tracked through the school's data specialist and PLC team leaders. Criteria for evaluation of student growth against Colorado Academic Standards include, but is not limited to the following:

- Statewide Summative Assessments
- NWEA testing
- ACT scores
- WorkKeys National Career Readiness
- Documented growth through PLC efforts

Student Development

Student development occurs during Monday PD time and at other times in classrooms. The purpose of student development is to prepare students for the workforce and inform them about different careers and emerging trends. Some examples of student development include, but are not limited to:

1. Work Ethic Education & Training
2. Interviewing and Resume Writing
3. Job Fairs
4. Dressing for Success
5. Guest Speakers
6. Tool Demonstrations
7. Workforce Readiness Workshops
8. Construction & Manufacturing Innovations
9. Jobsite Visits
10. Manufacturing Facility Tours
11. Military Opportunities

Student Contact Hours

Students will attend school 178 days during a typical school year from the hours of 7:30 a.m. through 3:45 p.m. In a typical school year, students will spend 1468.50 hours in school with 1201.5 of those hours being classroom instructional time. The remaining 267 hours during the school year is taken up by passing periods and lunch. The table on the next page shows the instructional calendar for the 2015/2016 school year.

Dean of Students

The dean of students is the primary disciplinarian for the school and the person in charge of overall school safety. It is preferential that this person has a background in education, counseling, or any field related to juvenile behavior and safety. The majority of duties for the dean of students are listed below:

- Primary school disciplinarian, but the final decision in any matter is made by the principal.
- Organize and maintain school safety, including a safety team and safety program. This includes scheduling regular drills, communicating with law and fire authorities and maintaining records.

- Oversee student-life issues as related to functions like student council, school dances, clubs, after school activities, and other extra-curricular activities. The dean is not responsible for running all of these programs, rather ensuring that the programs are in sync with school culture and do not violate with school, district, or state law and policy.
- Operate an effective Judicial Committee (JC). See *Section P: Student Discipline* for additional information.
- Other duties as assigned.

Registrar

The school registrar is primarily responsible for overseeing the enrollment process and maintaining student schedules. Duties for the school's registrar include:

- Meet with potential new families to discuss enrollment process, graduation requirements, credits, placement tests, mission fit, and other important information regarding enrollment through graduation at Power Technical & Trade Academy.
- Build and maintain student and teacher schedules.
- Evaluate placement tests and determine individual plan for graduation for each student based on placement test results, transfer credits, etc. using transfer evaluation forms and graduation tracking forms.
- Complete enrollment process to ensure everything is complete, including requesting and receiving all necessary paperwork from family and previous school, following up on special needs paperwork if applicable, completion of placement testing, and setting up student schedules.
- Maintain wait lists and letters of intent to ensure accuracy of all information, paperwork, and data.
- Complete registration/orientation for new and returning students.
- Monitor and track student progress and eligibility for graduation by updating Graduation Tracking forms at the end of each semester.
- Meet with parents of students who are struggling academically. Make recommendations for tutorial help.
- Work on October count process to ensure accurate reporting.
- Administer and monitor student internships, community service, and apprenticeships. This will also include reaching out to the community for new opportunities. The principal and registrar will work closely on this essential component.

Administrative Assistant

Although reporting directly to the principal, the administrative assistant is responsible for supporting the entire administrative team for PTT. This person must be well-organized, have excellent communication skill, both written and verbal, and be able to handle difficult situations with elegance. Many of the duties this person would be responsible for are listed below, however the job of being able to jump in and handle multiple situations is important. This person should be suited well for multi-tasking, handling situations with grace under pressure, and have a team-oriented disposition.

- Understand, navigate, work efficiently with the Microsoft Office Suite, especially Outlook, Word, and Excel.
- Be able to type at least 40 words per minute.
- Have some experience working with Infinite Campus.
- Team-oriented disposition

- Write well-organized letters including proper grammar and punctuation.
- Communicate well on the phone, in person, and with the written word.
- Maintain schedules for the administrative team as needed in Outlook.
- Monitor the school budget as it relates to educational supplies.
- Work with human resources to maintain employee records.
- Maintain a substitute teacher list and schedule them as needed.
- Provide reports to the principal and James Irwin Charter Schools and school district as needed.

In order for JICS CMO to propose replication of its model, the first step is to identify a highly qualified leader who completely understands the JICS philosophy has the educational credentials of a Master's degree or higher, and has demonstrated experience in overseeing the model. The career pipeline within the JICS system of schools allows the CEO to watch how potential leaders conduct themselves in numerous scenarios and to ensure the leader has been sufficiently coached to reach their full potential. The process, within JICS currently, involves a number of school and CMO leaders who have experience in the selection and evaluation of administrators.

See Attachment 16 for JICS Employee Manual.

J. Insurance Coverage

During the term of its charter, PTT shall purchase and maintain insurance coverage that will include comprehensive general liability coverage, including automotive liability, personal injury and property damage with limits of not less than \$1,000,000 each claim and a combined single limit of not less than \$3,000,000 per occurrence. Worker's compensation and employer's liability insurance shall also be in effect for the term of the charter. The employer's liability coverage shall have limits of not less than \$1,000,000 each claim and a combined single limit of not less than \$3,000,000 per occurrence.

All coverage shall include all employees of PTT. Any insurance company that insures PTT must be rated at least an A-VII by A.M. Best Company. If any coverage is cancelled or changed in any way, PTT shall immediately notify the district. If the compulsory insurance laws of the State of Colorado require higher limits for any such coverage, PTT will be required to comply.

Indemnification

To the extent not covered by insurance or otherwise barred by the Colorado Governmental Immunity Act, PTT agrees to indemnify and hold the district and its agents and employees harmless from all liability, claims, and demands on the account of injury, loss or damage, including and without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with PTT's operations. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of application limitations of liability provided by the Colorado Governmental Immunity Act.

Faith and Credit

PTT agrees that it will not extend the faith and credit of the district to any third person or entity. PTT acknowledges and agrees that it has no authority to enter into a contract that would bind the district, and that PTT's authority to contract is limited by the same provisions in law or district policy that apply to the district itself, unless specific exemptions have been obtained. PTT also is limited in its authority to contract by the amount of funds obtained from the district, as provided, or from other independent sources. The PTT board shall be delegated authority to approve contracts to which PTT is a party, subject to the requirements and limitations of the Colorado Constitution, state law, district policies, the provisions of the Charter Contract and this Charter Application.

K. Parent and Community Involvement

Parent and community involvement is crucial to the success of any school. Since one of the goals includes the successful graduation of students that are able to enter the workforce in the trades, the list of stakeholders extends beyond students and parents; business owners and community leaders have a real stake in the outcome of every student's education. Community involvement is so important to the success of this school, that most of the trade curriculum ideas are the direct result of influence from business and community leaders. The three main areas of involvement include student, parent and community involvement.

Student Involvement

Students will be expected to be involved in the success of their own education by completing assignments and projects on-time, to the best of their ability, and with integrity. Students are encouraged and required to complete community service projects that improve the lives of others through volunteering opportunities, building projects for the less fortunate, and working with organizations like Habitat for Humanity, Parks and Recreation departments, Care & Share, The Red Cross, Youth Service America, and any organization that can utilize the skills students are learning. By using these skills in real world situations, the student benefits from refining and honing their skills, adding to the validity of their portfolio, and increasing their confidence and self-esteem. Community benefits from the skills and projects by improving the community and creating a sense of team work within neighborhoods.

Parent Involvement

Parents sit at the first line of defense when their student needs space and resources to complete homework and projects. It will be primarily the responsibility of parents to make sure students are to school on time, eating the proper nutrition, completing school work, and providing transportation to service student projects. During mandatory show day each year parents and students will be required to attend an informational meeting that outlines the expectations of students and parents as well as provide a detailed description of the role teachers and administrators will play in education. Parents are expected to understand that PTT is different than a traditional public school and therefore many of the expectations and responsibilities will look different. The major topics that will be discussed at this meeting include the following items below. Parents will receive a handbook at this time that outlines and describes each item.

1. PTT, its administration, and its teachers are responsible for providing a high quality education for your student which includes all of the traditional core academic subjects as well as training in one or more trades.
2. The school will make every possible effort to communicate with parents and guardians when your student appears to have difficulties in a subject or has excelled in a subject.
3. PTT will provide a safe and inviting environment that encourages collaboration and academic excellence.

4. Parents and guardians will make sure that their student has the proper clothing, school supplies, and tools available to complete assignments and projects. If at any time you cannot provide an essential item, you will notify the dean of students or the principal and we will help you find the resources.
5. Parents and guardians are responsible for providing transportation to school and service projects for students. If transportation cannot be arranged for service projects, parents understand they should contact the school for support.
6. All students need to have a well-balanced and nutritious diet in order to be successful in school.
7. Except in cases of hardship, parents are expected to donate time to the school. As a charter school it is difficult to create paid positions for every function that needs to be completed. In general, families are expected to donate two hours per month to the school. Volunteer activities include, but are not limited to: supporting front office staff, putting together mailings, organizing supplies, simple maintenance and grounds cleanup, tutoring, setting up and cleaning up for events, and being available during service projects.
8. Parents will provide a space at home where the student can complete homework and projects without disruptions.
9. Parents will ask their students questions about what is being learned, how assignments and projects are progression, and will generally be a partner in the overall educational process.

At the conclusion of this information meeting parents will receive a handbook that describes everything they might need to know about PTT, including information discussed at the meeting, important contact, community resources, school procedures, and student code of conduct. At this time a contract will be signed indicating that the parents and the school have a mutual understanding of responsibilities. From time to time PTT will host events and workshops that showcase student achievement and provide additional support to parents as resources become available.

Community Involvement

More so than most public schools, active community involvement will be necessary for the success of PTT. PTT already has the support of many members of the community, a few examples include: Pikes Peak Community College, The Colorado Springs Housing and Building Administration, Colorado Springs Regional Building Alliance, and many local manufacturers and contractors. Since the purpose of the school is to provide a quality workforce for the Pikes Peak Region, and beyond, support from future employers is essential to the success of the school. At the time of writing this document, PTT already has incredible support from the community including curriculum, letters of support, equipment donations, and offers to provide internships and guest lectures. As the school matures, the forms of community support will include:

1. Providing technical assistance with curriculum and labs.
2. Guest lecturing during Monday student professional development and at other times in trade courses.
3. Allowing students to intern or begin apprenticeships.
4. Hosting tours, field trips, or demonstrations.

5. Donating tools, equipment, raw materials, and financial resources.
6. Supporting graduates in job placement.
7. Generating interest and support through other avenues such as trade shows,

In addition to local businesses, the school will partner with several government entities that would have an active interest in PTT. Colorado Springs Utilities, Pikes Peak Regional Building Department, and Colorado Springs Parks & Recreation are a few agencies that can provide both physical and intellectual support to the school. Any student involved in the construction trades definitely needs to understand the permitting process and the important role that the building department plays in our city and county.

Surveys

Annually the school will conduct surveys to assess the school's progress and achievement in the estimation of students, parents, and community members. This information will be used to promote continuous school improvement and adapt to the changing needs of all stakeholders. There will be three separate surveys, one designed for students, parents, and community partners. The surveys will be created and managed by the school accountability committee in conjunction with James Irwin Charter Schools Charter Management Organization and PTT school administration. Results from the annual surveys will be available to the public.

Once an agreement has been entered into in writing for the building, (see Section N: *Facilities*) James Irwin Charter Schools will begin for the marketing of PTT. Specific details on the marketing plan are available in section D: *Evidence of Support* under the heading of Marketing. In addition to the marketing details outlined in that section, volunteers will hand-deliver door hangers and flyers to the surrounding community. A table showing the number of students who have submitted Letters of Intent for PTT is included in Attachment 2: *Enrollment Table*. The enrollment table is broken down by grade level, and school district of residence.

Board Training

The CMO board will complete the online board training modules within one year of being on the board. In addition, the board will conduct an annual needs assessment and develop its year-long training schedule based on the identified topics. At least annually, Council members will be given an abbreviated version of important topics in the online board training modules that are relevant for their work. This will include Open Meetings, the use of data, finances, holding productive meetings, communication, parental involvement, and additional best practices.

Compliance with Open Meetings law

The CMO board will continue to adhere to Open Meetings law and the Campus Council, when created, will also adhere to these laws. In the first meeting of the Council, training will be conducted by the CMO that explains the details of the law. Further, the CMO will ensure meetings are properly noticed. CMO Board meeting minutes will reside at the CMO Central Office and be housed on the CMO's website. Minutes of Council meetings will be on the school's website and be available in the school office.

Conflicts of Interest

The JICS Bylaws contain a Conflict of Interest provision on page 8, Section 5.4. In addition, the CMO Board has Policy 3.3 Conflict of Interest. These policies require disclosure, nonparticipation in board discussions related to the matter, recusal from a vote, and required documentation. Additionally, the board adheres to a Code of Conduct policy.

Annual Self-Evaluation

The board conducts a self-evaluation at their annual retreat. The purpose of the attached self-evaluation instrument (Attachment 17) is for the board to have a meaningful discussion about how they can continue to improve their work and therefore model holding high expectations for all.

Conflict Resolution

The process conflict resolution is differentiated by the party bringing the issue and the nature of the issue.

- a. Parents of students enrolled in the school should first address their issue with the party involved. This may be a classroom teacher or staff member. If the issue is not resolved between these parties, the matter then escalates to the principal. If the parents wish to pursue the matter further, they will bring their issues to the JICS CEO who may or may not bring the matter to the attention of the CMO Board. This process is also detailed in the Parent/Student Handbook.
- b. Staff members with employment issues or matters involving other staff members, should first bring the situation to the attention of the principal. If the staff member is not satisfied with the outcome at the level of the principal, he/she may bring the matter to the JICS CEO who may or may not bring the matter to the attention of the CMO Board. This process is also detailed in the JICS Employee Handbook.

L. Enrollment Policy

The Power Technical & Trade Academy will enroll students in compliance with all federal and state laws. The CMO board as a non-discrimination policy (Board D.3.1) The PTT enrollment policy prohibits discrimination on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, or ancestry.

The PTT enrollment policy is consistent with the requirements of section 22-30.5-104(3) of the Charter Schools Act.

PTT shall manage the enrollment and admissions policy as follows:

1. An enrollment lottery shall be held each year. This lottery will be held the last working day before Feb. 15th of each year.
2. The close of open enrollment is February 1st of each year.
3. The following enrollment preferences, in order of priority, will be allowed:
 - a. **Returning** PTT students
 - b. Siblings of returning PTT students
 - c. Students of Staff/Faculty of PTT
 - d. District of residence students
 - e. All others
4. If at any time during the enrollment lottery process enrollment exceeds capacity, all subsequent applications for enrollment will be put on a waiting list.
5. The lottery will be governed by the following rules:
 - a. All students who are on the waiting list by February 1st of each year will be allowed to enter.
 - b. Each student's lottery draw will determine the number that student has on the waiting list for the following school year.

PTT has a marketing plan in place that includes radio and newspaper advertising as well as outreach to the military community. Our plan also includes outreach to local trade organizations and unions to let them know of the opportunities that PTT will offer in the trade sector. PTT will also schedule regular informational meeting at various locations throughout the city to inform parents and students about careers in the skilled trades.

Placement Testing

Placement testing is completed during the enrollment process in English and math. This information along with their most recent report card from their current school and any other standardized assessment data is evaluated so students may be properly placed in classes based on the their current skill level in these subjects.

Transfer Records Process

Transferring records to the charter school:

A “Request for Student Records” form is completed and faxed to the previous school. Additionally, if a “Request for Confirmation of Enrollment and Attendance” form is received from previous school, it is completed and returned requesting records from the previous school.

Transferring records from the charter school:

A “Request for Confirmation of Enrollment and Attendance” form is sent to the new school. When the new school has completed and returned this form and checked the box requesting records, a copy of the withdrawn student’s records are forwarded to the new school. Additionally, the “Withdrawn Non-Returning Student Records Form” is completed for necessary follow-up by registrars.

Requirement for Parents to Reaffirm Their Intent to Re-enroll on an annual basis:

In December, a letter is included with report cards asking parents to let us know if they do NOT intend to have their student return for the following school year. They do not need to respond to this letter if it is their intent to return. In the spring, when secondary students register for the following year’s courses, they are asked to either confirm their course registration or complete a form letting us know they will not be returning.

As long as parents are responding and following through with the enrollment process, there is not a specific deadline for this decision. If, after multiple invites to parent information meetings, placement testing and completing paperwork, parents do not respond, they are then dropped to the bottom of the wait list.

Definition of Teacher:

Children of teachers and staff at PTT will have priority in the enrollment process.

Contents of Enrollment Packet:

See Attachment 18a for Contents of Enrollment Packet.

Pg. 1 – Self-explanatory

Pg. 2 - CDE tracks students from pre-school forward on their attendance within the state and U.S. as well as their longitudinal assessment data. This form is necessary to correctly code the student for state reporting purposes. The bottom of the form asks if either parent is active-duty military for Impact Aid verification.

Pg. 3 – self-explanatory

Pg. 4 – self-explanatory

Pg. 5 – self-explanatory

Pg. 6 – This form is required by CDE to identify potential ELL students who be required to be tested.

Pg. 7 – This form is required in order to identify students/parents who may be eligible for federal programs. This may also help the district qualify for additional funding.

See Attachment 18b for Request for Confirmation of Enrollment, Attachment 18c for Records Request, and Attachment 18d for Withdrawal of Non-returning Student.

M. Transportation and Food Service

Transportation

Expecting the initial enrollment of PTT to be between 200 and 300 students, transportation services will be extremely limited. As the population of the school increases and the actual demographics becomes clear, additions to transportation will be improved.

Carpooling is encouraged to minimize transportation costs to parents and ease the flow of traffic at PTT. As the student population increases, the school may begin bussing from central pickup and drop-off points in Colorado Springs and other close towns such as Fountain or Widefield. Due to the wide geographic area that students are expected to be coming from, it is unlikely that PTT will offer a widespread transportation service in the beginning years. It is possible, however, that we could add bus service from centrally located points throughout the city for transport to the PTT campus. Bus transportation with JICS schools is in its infancy. We plan to add to these capabilities as demand and finances permit. We are interested in exploring the possibility of using D-49 bussing for D-49 resident students to the PTT campus.

Transportation for field trips or community projects will be accomplished either by purchasing additional busses to accommodate the additional needs for PTT or by chartering a bus from the District or another commercial chartering service such as Ramblin Express or Gray Line Tours. For small events students will need to rely on parents for transportation. Student permission slips will be required for all off campus trips and the mode of transportation will be indicated on that form. PTT through JICS carries \$1 million in liability insurance for both owned and unowned vehicles. This policy is evaluated yearly to ensure that we have sufficient coverage for our operations.

Food Service

PTT intends to discuss the contracting of District nutrition services for student food service. Initially, parents will be encouraged to provide sack lunches for their child. The school will maintain a small reserve of pre-packaged food for students who forget to bring lunches.

N. Facilities

It is fairly well known by most educational leaders how the facilities of a school should look; however due to the trade courses, the PTT facility needs are different. The school needs typical classrooms, breakout rooms, food service, and libraries, but in addition to all of these, the space and infrastructure requirements for labs will be the driving force when looking for a building. With so few options currently available for a school of this type, the difficulty has been finding a space that is both large enough and priced well for a start-up school.

PTT requests District building space in the Patriot Center if that is available. Based on our understanding of the capacities of that space we think it could be effectively used to develop the program at PTT.

O. Waivers

The charter school will request both state and district policy waivers. In addition to the waivers automatically granted by the State Board of Education, James Irwin Charter Management Organization will request the two provisions of Article 63 not automatically granted: 22-63-204 and 205 and 22-32-109 and l and f. The Rationale and Replacement Plan for state waiver requests is included in Attachment 19.

According to C.R.S. § 22-30.5-105 (3), these waivers must be submitted to the Colorado Department of Education within ten days of executing the charter contract. At that time, PTT will complete the waiver request form with appropriate signature, for submission to the state.

P. Student Discipline, Expulsion, or Suspension

Student behavior, conduct, dress code, and discipline are outlined in this section. The purpose of the code of conduct, dress code, and discipline procedures are to ensure an environment that is safe from threats, internal and external, create an environment where every student has an equal opportunity to learn, and finally to uphold the mission and vision of the school. Due to the dangerous nature of many courses offered at PTT and the need for additional safety procedures beyond a traditional school, the code of conduct is much stricter than other schools and the consequences for infractions may be more severe, but always appropriate.

The Dress Code Policy is contained in Attachment 20.

The Code of Conduct Policy (including grounds for suspension and expulsion) is contained in Attachment 21.

Q. Serving Students with Special Needs

PTT will operate its Special Education (SPED) program under the guidance of Falcon School District 49. PTT will be responsible for ensuring the provision of necessary special education programs and services, including the development of Individualized Education Programs (IEPs), handling administrative proceedings, and providing necessary transportation and specialized services. PTT staff will assist in the development of IEPs, identify and refer students for assessment of special education needs, maintain records, and cooperate in the delivery of special education instruction and services, as appropriate. Students that are identified as at-risk, but not categorized in the tertiary level for intensive needs will be handled using Response to Intervention (RtI) and other interventions as necessary. More information regarding at-risk students is located in section E: *Educational Program* under *Professional Learning Communities* and *Response to Intervention*.

Identifying Students of Need

Through the RtI process and PLCs, PTT will identify students in need of interventions and more intensive services. The process for identifying these students is frequent screening of all students. Screening will be accomplished through a series of placement testing at the beginning of the school year, weekly formative assessments, summative data, and NWEA testing. The data will be used to drive classroom instruction, determine if all students are learning, and identify those that need additional interventions. The purpose of the screening process is to determine if the curriculum is working, is the instruction effective, and which students need additional assessment and instruction. All students are involved in the screening process, not just the students that appear to be struggling. The main goal of screening is to identify problems and implement solutions before students are behind, however the same process will serve to identify students that might be advanced.

Identification of students needing special education services is outlined in Section F: *Plan for Evaluating Pupil Performance* under the subheading *Response to Intervention*. Students that are identified as advanced may be permitted to move ahead faster and be enrolled in more advanced courses. Additional electives will be made available as the school continues to expand for students that do not need remediation or interventions.

English Language Learners

In the hierarchy of communication skills (listening comprehension, spoken language, reading, and writing), writing will definitely be the most complex and challenging, particularly for English Language Learners (ELL). Direct Instruction programs have shown success for both English proficient children and English language learners. Research from the Baltimore Curriculum Project showed remarkable success in 17 public schools using Direct Instruction for ELL students (Direct Instruction & ESL Fact Sheet, 2013). Students will be identified for ELL services by home language surveys and teacher referrals. Additional services will be provided after school as appropriate and necessary.

504s

Students with established 504s will receive the accommodations specified in their plan, but do not qualify for SPED services based solely on a 504. A 504 is a legally binding document and requires specific accommodation and support, but these accommodations are based on medical condition that has been deemed “educationally impacting” such as the need for specialized hearing equipment, preferential seating, or possibly permission to type assignments. The 504 plan should make it possible for the student to participate fully in school. In most cases, 504s will be managed by the school’s health aide, nurse, or EMT with supervision from administrative staff.

R. Dispute Resolution Process

PTT will always attempt to resolve any disagreement with D49 amicably. In the event of a contract dispute between the School and the Falcon District 49, the School will make a good faith effort to resolve the conflict through informal means. A designated representative of the School will meet with representatives from Falcon District 49 to discuss possible resolutions to the dispute and to attempt to reach an agreement. If such an attempt at informal resolution fails, the School will comply with a mutually agreed upon dispute resolution plan, which may include some or all of the following steps:

1. Written notification of the dispute, identifying the specific topic of disagreement and the facts that support the complaint, submitted by either party in a timely manner.
2. Outside mediation conducted by a skilled, independent mediator to occur within 30 days of receipt of notice.
3. Non-binding arbitration that includes a hearing and recommendation within 120 after receipt of written notice. The costs of such arbitration shall be shared equally between the two parties.

PTT recognizes that negotiations will be made on an on-going basis. Detailed stipulations regarding governance, waivers, facilitates, insurance and other factors will be considered before Contract approval is completed.

S. School Management Contracts

School management contracts are not necessary since Power Technical & Trade Academy will be under the James Irwin Charter Management Organization.

Power Technical & Trade Academy (PTT) will be organized as a school governed by the James Irwin Charter School Charter Management Organization (JICS CMO), located at 5525 Astrozon Blvd., Colorado Springs, CO 80916. The JICS CMO will provide all accounting, human resources and upper level management services of PTT, while daily operations such as instructional programs, student issues, maintenance, and site-based technology will be handled directly by PTT. See Attachment 11: Organization Flow Chart for details on current and future leadership positions.

Non-Religious, Non-Sectarian Status

Power Technical & Trade Academy shall operate as a non-sectarian, non-religious public school.

Commitment to Non-Discrimination

The Academy 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, gender, national origin, religion, or ancestry.

Accountability

Power Technical & Trade Academy shall operate under the auspices of and be accountable to the District and subject to all District policies and regulations unless waived.

See Attachments 9, 10 and 22 to see that the service provider is authorized to do business in Colorado.

See Attachment 23 to see that the service provider has successfully managed other schools.

All staff will be hired and will be the employees of James Irwin Charter Schools the collaborative. JICS is an at-will employer and will be responsible for the termination of their employees. JICS will listen carefully to school and parent concerns about an administrator's or a teacher's performance and may terminate or move the employee at their discretion. See Attachment 10 Articles of Incorporation to see that the ESP is authorized to do business in Colorado,

When a building is purchased, the building will be owned by a tax exempt building corporation that is a supporting entity of the Collaborative. The building will be leased back to the school at a rate that covers the monthly payment and associated fees of that school. Maintenance issues will be covered through an allocation to the proper line item in the school's yearly budget.

T. Existing School Operators or Replicators

Power Technical and Trade Academy, is an effort of the James Irwin Charter School Collaborative. PTT is not a replication of the schools in the James Irwin portfolio, but rather it is an attempt to meet the needs of those students, who at this point in their life, are not interested in going to college. They are students who want to work with their hands, and they want to enter into a career-oriented trade immediately after high school.

This is an area in recent years where, because of the push for everyone to go to college, k-12 education has not done a thorough job of meeting the needs of non-college bound students. We believe that a school whose main focus is developing future craftsman will be more effective than adding this program to an existing middle/high school.

Currently, the collaborative board will act as the governing board for PTT. The campus council outlined in the governance section of this document will have four parent representatives and will provide important input to the Board. PTT also plans to form an advisory council made up of community business leaders to advise administration and board members on technical and trade courses and sequence. This council will meet twice a year.

It is probable that either the members of the campus council will become the board of PTT with one of its members having a seat on the collaborative board or the collaborative will become a network and the campus council will continue with the responsibilities outlined in the governance section.

- Business plan. See Budget, Attachment 7
- Detailed academic results. See Attachment 23
- Most recent financial audits. See Attachment 24
- Parent satisfaction data. See Attachment 25

U. Virtual or Online Schools

Not Applicable

Power Technical and Trade Academy is neither virtual nor online.

APPENDIX A – ENROLLMENT, ADMISSIONS, AND LOTTERY POLICY

Power Technical Early College (PTEC) will enroll students in compliance with all federal and state laws. The CMO board has a non-discrimination policy (Board Policy 2.5). The PTEC enrollment policy prohibits discrimination on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry or need for special education services.

Power Technical Early College Enrollment and Admissions Process

The Power Technical Early College enrollment policy is consistent with the requirements of section 22-30.5-104(3) of the Charter Schools Act.

Power Technical Early College shall manage the enrollment and admissions policy as follows:

1. An enrollment lottery shall be held each year. This lottery will be held the last working day before Feb. 22th of each year.
2. The close of open enrollment is January 31 of each year.
3. The following enrollment preferences, in order of priority, will be allowed:
 - a. Returning Power Technical Early College students
 - b. Siblings of returning Power Technical Early College students
 - c. Students of Founding Families*
 - d. Students of Staff/Faculty*
 - e. District of residence students
 - f. All others
4. If at any time during the enrollment lottery process enrollment exceeds capacity, all subsequent applications for enrollment will be put on a waiting list.
5. The lottery will be governed by the following rules:
 - a. All students who are on the waiting list by January 31 of each year will be allowed to enter.
 - b. Each student's lottery draw will determine the number that student has on the waiting list for the following school year.
6. Students who qualify for Free and Reduced Lunch will receive 2 chances in the lottery.

* Total preference of 3c and 3d combined are not to exceed 20% of the total enrollment.

PTEC Enrollment Process

The first step in the enrollment process is to fill out a Letter of Intent for Power Technical Early College. The lottery for the 2016-2017 school year will be held February 22, 2016. To be included in the lottery, Letters of Intent must be received by January 31, 2016. Letters of Intent received after January 31st will be placed on the wait list based on the date/time received. A spot in the lottery DOES NOT enroll your student. Failure to complete the following steps will cause you to forfeit your student's spot for 2016-2017.

What Happens Next?

If your student received a spot in the lottery, take the following steps to complete the enrollment process:

1. Calls will be made by the Admissions Office beginning February 25, 2016 to all families who received a spot in the lottery.
2. Enrollment packets will be available at the lottery, in the Astrozon Business Office, or the website. Please turn in the completed enrollment packet along with the following required documents to the Admissions Office as soon as possible.
 - a. Copy of the student's immunization record.
 - b. Copy of student's birth certificate.
 - c. Photo ID of the enrolling parent/guardian.
 - d. Copy of the most recent report card/transcript from current school.
 - e. Attendance report from current school.
 - f. Discipline report from current school.
 - g. A copy of your student's IEP, 504, or any other special services they have received.
3. Attend a MANDATORY parent information meeting (date to be assigned)
4. Complete placement testing (date to be assigned)
 - a. 6-8th grade students are tested on the following items:
 - i. Reading – Students will take a computer-based test to determine grade level.
 - ii. Math – Student will be given a grade level assessment.
 - iii. Writing – For Language, we use a computer-based assessment to determine grade level. Students are required to write a paragraph, to determine if student has grade level writing skills.
 - b. 9-12th grade students are tested on the following items:
 - i. English- Students are required to write an essay, complete a written test on grammar and a reading comprehension test.
 - ii. Math – Students will be given a grade level assessment.
5. When testing results are available, you will be contacted to go over those result and discuss grade placement and the scheduling of classes.
6. Upon confirmation of enrollment completion by the Admissions Office
 - a. Sign the Letter of Acceptance
 - b. Attend the Mandatory Show Day/Orientation

Attachment 3: Selected State Laws Applicable to Charter Schools
(Colo. Rev. Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

1. Colorado Charter Schools Act: 22-30.5 et seq.
2. Colorado Online Education Programs Act: 22-30.7 et seq.
3. Colorado Open Meetings Law: 24-6-401 et seq.
4. Colorado Open Records Act: 24-72-201 et seq.
5. Family Educational Rights and Privacy Act of 1974: 20 U.S.C 1232g
6. Colorado Code of Ethics: 24-18-101 et seq.
7. Non-profit Corporation Act: 7-121-101 et seq.

Safety and Discipline

8. Certificate of occupancy for the school facility: 22-32-124
9. Safe School Plan: 22-32-109.1(2)
10. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
11. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
12. Services for expelled students: 22-33-203
13. Child Protection Act of 1987: 19-3-301 et seq.
14. Background checks for employees: 22-1-121

Educational Accountability

15. Educational Accountability Act: 22-7-101 et seq. - REPEALED
16. Education Reform Act: 22-7-401 et seq.
17. School Accountability Reporting Act: 22-7-601 et seq.
18. Education Accountability Act of 2009: 22-11-101 et seq.
19. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
20. No Child Left Behind Act, *also known as* the Elementary and Secondary Education Act, 20 U.S.C. § 6301 et seq.

Curriculum, Instruction, and Extra-Curricular Activities

21. Instruction in federal and state history and government: 22-1-104
22. Honor and use of the U.S. Flag: 22-1-106
23. Instruction in the Constitution: 22-1-108, 109
24. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
25. Online programs: 22-33-104.6
26. Participation in sports and extra-curricular activities: 22-32-116.5
27. Content standards: 22-7-407

Exceptional Students

28. Discipline of students with disabilities: 20 U.S.C § 1415(k), 34 C.F.R. 519-529

29. Exceptional Children's Educational Act: 22-20-101 et seq.
30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. § 794
31. Americans with Disabilities Act: 42 U.S.C. § 12101
32. Individuals with Disabilities Educational Act: 42 U.S.C. § 1401 et seq.
33. English Language Proficiency Act: 22-24-101 et seq.

Finance

34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110(1)(o) and (p), 22-32-117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(I)
41. Allocation of funds for at-risk students: 22-54-105
42. Colorado Department of Education Financial Policies and Procedures
43. Excess tuition charges for out-of-district special education students: 22-20-109(5)
44. Participation in PERA: 22-30.5-512 and 22-30.5-111(3)

As a part of the Falcon 49 School District's Annual Performance Report (APR), the completion of this form by each charter school governing board member is required each year. Completed and signed forms should be submitted to Kim McClelland. If a new board member is seated during the year, this form should be completed, signed and submitted for that board member, also.

Board Certification Form

Please provide the following information for each person serving on the charter school board. Completed forms should be submitted to the District contact person upon board member election or appointment.

Background

1. Name of charter school:
2. Full legal name:
3. Affirm that you are at least 18 years of age by the date of appointment to the charter school board.
☐ Yes, I affirm.
4. Indicate whether you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc.
☐ Does not apply to me.
☐ Yes
5. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
☐ Does not apply to me.
☐ Yes

Conflicts

1. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officers, employee or agent of any

entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

☐ I/we do not know of any such persons.

☐ Yes

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.

☐ I/we do not anticipate conducting any such business.

☐ Yes

3. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

☐ Not applicable because the charter school does not contract with a management company or charter management organization.

☐ I/we do not know of any such persons.

☐ Yes

4. If the school contracts with an educational service provider, indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.

☐ N/A

☐ I/we have no such interest.

☐ Yes

5. If the school is partnered with an educational service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

☐ N/A

☐ I/we do not anticipate conducting any such business.

☐ Yes

6. Indicate any potential ethical or legal conflicts of interest that would, or are likely to, exist for you as a member of the charter school board. Note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve on the board.

☐ None

☐ Yes

Other

1. Affirm that you have read the charter school's bylaws and conflict of interest policies.

☐ I affirm

I, _____, certify to the best of my knowledge and ability that the information I am providing to the _____ [authorizer] in regard to my application to serve as a member of the board of directors of the _____ Charter School is true and correct in every respect.

Signature

Date



Colorado Secretary of State
Date and Time: 02/27/2010 11:59 AM
ID Number: 20101122979
Document number: 20101122979
Amount Paid: \$50.00

Document must be filed electronically.
Paper documents will not be accepted.
Document processing fee
Fees & forms/cover sheets
are subject to change.
To access other information or print
copies of filed documents,
visit www.sos.state.co.us and
select Business Center.

\$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is

James Irwin Charter Schools

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address

5525 Astrozon Boulevard

(Street number and name)

Colorado Springs

(City)

CO

(State)

80916

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name

(if an individual)

Berg

(Last)

Jonathan

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

5525 Astrozon Boulevard

(Street number and name)

Colorado Springs

(City)

CO

(State)

80916

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name

(if an individual)

Berg

(Last)

Jonathan

(First)

(Middle)

(Suffix)

OR

(if an entity)

(**Caution:** Do not provide both an individual and an entity name.)

Mailing address

5525 Astrozon Boulevard

(Street number and name or Post Office Box information)

Colorado Springs

(City)

CO

(State)

80916

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

☐ The nonprofit corporation will have voting members.

6. (The following statement is adopted by marking the box.)

☒ Provisions regarding the distribution of assets on dissolution are included in an attachment.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

8. (**Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____

(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Miller	Brad	Alan	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
5565 Vessey Road			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Colorado Springs	CO	80908	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
United States			
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

UNIFIED BYLAWS
OF
JAMES IRWIN CHARTER HIGH SCHOOL, JAMES IRWIN CHARTER MIDDLE
SCHOOL, AND JAMES IRWIN CHARTER ELEMENTARY SCHOOL
SEPTEMBER 29, 2015



Charter School Waiver Request Form

(Updated December 2014)

The following automatic waivers have been granted to all charter schools pursuant to Colorado Revised Statutes § 22-2-107 (1) (c), § 22-2-106 (1) (h) and HB 14-1292. No documentation is required by the state for waivers from the following statutes:

State Statute Citation	Description
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(n)(II)(A), C.R.S.	Determine teacher-pupil contact hours
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S.	School Year-National Holidays

For any non-automatic waiver requests, please provide electronic (PDF) versions of the following:

- A signed copy of the charter contract, renewal or extension between the charter school and its authorizer, including a complete list of requested waivers as an appendix.
- Waiver Request Form-complete, typed and signed by both the school and its authorizer
- A Rationale and Replacement Plan (RRP) for each non-automatic waiver being requested. A sample RRP can be found [here](#).

Please be advised that the following waivers are no longer considered automatic:

State Statute Citation	Description
22-9-106, C.R.S.	Local board duties concerning performance evaluations
22-32-109(1)(n)(I), C.R.S.	Local board duties concerning school calendar
22-32-109(1)(n)(II)(B), C.R.S.	Adopt district calendar
22-63-201, C.R.S.	Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202, C.R.S.	Teacher Employment Act- Contracts in writing, damage provision
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

Charter School Information:

Charter School Name: _____

Charter school mailing address:

Street: _____

City: _____ Zip Code: _____

Charter school contact name: _____

Title: _____

Phone: (____)-____-____ EXT: _____ Email address: _____

Projected or current enrollment: _____ Grades served: Lowest: _____ Highest: _____

Term of the charter contract: ____/____/ 20____ (MM/DD/YY) through June 30, ____ (YYYY)

Enter the year the charter school originally opened: ____ (YYYY)

Waiver request prepared for the charter school by: _____

Phone: (____)-____-____ EXT: _____ Email: _____

Authorizer Information:

☐ Charter School Institute ☐ Name of local school district: _____

Authorizer's mailing address:

Street: _____

City: _____ Zip Code: _____

Authorizer contact name: _____

Title: _____

Phone: (____)-____-____ EXT: _____ Email address: _____

Please list the non-automatic waiver(s) from statute and rule that are being requested below:

Required Signatures

Authorizer Contact (Print Name)

Signature-Authorizer Contact

Date

Charter School Contact (Print Name)

Signature-Charter School Contact

Date

UNIFIED BYLAWS
OF
JAMES IRWIN CHARTER HIGH SCHOOL, JAMES IRWIN CHARTER MIDDLE
SCHOOL, AND JAMES IRWIN CHARTER ELEMENTARY SCHOOL

Article I.

POWER OF UNIFIED BOARD

Except as otherwise provided in the Nonprofit Corporation Act (as defined herein), the Colorado Charter Schools Act C.R.S. 22-30.5-101 et seq. (the "Act"), the Colorado Constitution and Revised Statutes, the articles of incorporation or these bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of James Irwin Charter High School, James Irwin Charter Middle School and James Irwin Charter Elementary School shall be managed by a unified board of directors who is empowered to act on behalf of all three entities as if acting solely for one entity. Herein out, James Irwin Charter High School, James Irwin Charter Middle School and James Irwin Charter Elementary School are collectively referred to as the "corporation" or "James Irwin Charter Schools in Harrison District 2".

Article II.

OFFICES

Business Offices.

The principal office of the corporation shall be 5525 Astrozon Blvd, Colorado Springs, CO 80916. The corporation may at any time and from time to time change the location of its principal office. The corporation may have such other offices, either within or outside Colorado, as the board of directors may designate or as the affairs of the corporation may require from time to time.

Section II.2 Registered Office. The registered office required by the Colorado Revised Nonprofit Corporation Act, C.R.S. §7-21-101 through 7-137-301 (the "Nonprofit Corporation Act") to be maintained in Colorado may be changed from time to time by the board of directors or by the officers of the corporation, or to the extent permitted by the Nonprofit Corporation Act by the registered agent of the corporation, provided in all cases that the street addresses of the registered office and of the business office or home of the registered agent of the corporation are identical.

Article III.

MEMBERS

Classification, Qualification, Privileges and Election of Directors.

The corporation shall have one class of voting members. Each parent or set of parents ("Family") of a child currently enrolled at James Irwin Charter Schools in Harrison District 2 shall be considered one member and each member's rights under these bylaws shall be limited to one vote per Family, regardless of the number of children enrolled or enrollment at more than one James Irwin Charter Schools in Harrison District 2 schools. A parent for purposes of these bylaws shall mean any parent (with custody rights) or legal guardian having one or more children or wards enrolled at James Irwin Charter High School, James Irwin Charter Middle School and/or James Irwin Charter Elementary School. Members shall have no rights or privileges other than to elect Directors of the corporation. If there is a dispute between parents regarding voting, each parent shall be entitled to one-half vote.

Suspension and Termination of Membership.

The membership of any member shall terminate automatically once the Family no longer has any children or wards enrolled at a James Irwin Charter Schools in Harrison District 2.

Dues.

There shall be no membership fees or dues.

Transfer of Membership.

Membership in the corporation is nontransferable. Members shall have no ownership rights or beneficial interests of any kind in the assets of the corporation.

Section III.5 Time of Election. Elections of board members will be held annually on a date and time set by the board ("Election Date"). Notification of the election results will be posted in the office of the corporation the following morning. The elected candidate(s) will take office during the next scheduled board meeting.

Section III.6 Candidate notification. At least three weeks but not more than six weeks prior to the Election Date, the board, by resolution, shall set the deadline date for candidates to notify the board in writing of their intent to seek election to the board ("Intent Deadline"). In the same resolution the board shall declare how many open seats are to be filled by members of the corporation and how many seats are to be filled by community members (who shall not be member of the corporation, ("Community Member")). The board shall have the authority to pass a resolution reclassifying a particular board seat from a corporation member seat to a Community Member seat so long as a majority of directors are always members of the corporation and such reclassification does not disqualify a current board member from serving. After the Intent Deadline the board shall verify by resolution at a public meeting at least fourteen days prior to the Election Date the candidates who are eligible to run for the open positions on the board. An eligible candidate must meet the qualifications as described in Section 4.1 of these bylaws at the date of board verification. After the Intent Date, if there are any uncontested races the board shall declare winners in the uncontested races and may cancel the election if there are no

contested races. After the Intent Deadline and after the board has declared who is eligible to run, the board shall set a "Meet the Candidate(s)" forum for any contested races. A board member who is not up for election will conduct the forum. A teller committee will be appointed by resolution of the Board.

Section III.7 Board Member Elections. Each member shall be entitled to one vote for each board member position. Cumulative voting shall not be allowed. Voting shall be by secret ballot. Each member may vote by voting methods established by the board. Other issues determined by the board to require member approval may be placed on the ballot. Each candidate shall be allowed one representative to observe the vote tally. Votes shall be tallied and winners announced by a teller committee of members who were appointed by the board. There shall be one unified election to elect the board members to the board of James Irwin Charter Schools in Harrison District 2, each of whom shall equally in all respects represent the interests of James Irwin Charter High School, James Irwin Charter Middle School, and James Irwin Charter Elementary School. All disputes as to eligibility of members, eligibility of candidates, election procedures, and results shall be resolved by a majority vote of the board members then in office who are not up for election.

Article IV.

BOARD OF DIRECTORS

Section IV.1 Qualifications, Number, Classification, and Tenure.

(a) Qualifications. Each director must be a natural person who is twenty-one years of age or older. Qualifications for board membership shall include but not be limited to: (a) an interest in children and their education; (b) enthusiasm for James Irwin Charter Schools in Harrison District 2 and conviction in its purpose; (c) willingness to give time and energy to James Irwin Charter Schools in Harrison District 2; (d) special skills to address specific management and needs of James Irwin Charter Schools in Harrison District 2; (e) ability to represent the community and interpret community needs and views; (f) willingness to accept and support decisions democratically made; and (g) ability to represent James Irwin Charter Schools in Harrison District 2 to the community. At all times a majority of the directors shall be members of the corporation. The board of directors may not include employees of James Irwin Charter Schools in Harrison District 2 or any management company or collaborative that operates any aspect of James Irwin Charter Schools in Harrison District 2, relatives of the same, nor individuals who are married to one another. Relatives shall include spouses, children, parents, siblings, and the respective spouses and children of each class of person listed in this sentence. In addition to the other qualifications stated in this subsection, a director seeking to serve any additional terms after their first elected term must have the approval of the board of directors in accordance with Section 4.01 (d).

(b) Number. The initial number of voting directors of the corporation at the date of the adoption of these Bylaws shall be seven. The number of directors shall never be fewer than five nor more than nine, as determined by the board of directors from time to time. Any action of the

board of directors to change the number of directors to less than five or more than nine, whether expressly by resolution or by implication through the election of additional directors, shall constitute an amendment of these bylaws changing the number of directors, provided such action otherwise satisfies the requirements for amending these bylaws as provided in the Act, the articles of incorporation or these bylaws. Non-voting members are permitted, and at the Board's discretion may consist of an Administrator and/or a teacher representative[s]. Teacher representation and attendance is not mandatory. Teacher representative attendance may be requested by the teacher representative, the Administration, or the Board.

(c) Classification. The board of directors has been divided into three classes, each class as nearly equal in number as possible, such that approximately one-third of director's terms end every year. When adding directors to the board or holding elections the board shall adjust terms so such classification shall be preserved.

(d) Tenure. The current board of directors and the dates their terms end are as listed in the corporation's records. Except as may be set forth in Section 4.02(c), the term of each elected director shall be three years. Directors are eligible to serve only one three year term without the approval of a majority of the other directors then in office. Any director who is currently serving an elected three year term may submit a request to the board of directors between ninety and sixty days before their term expires, or at a later date if the board so allows, requesting permission to serve another three year term. The directors, except for the director making the request, shall vote by secret ballot on whether to allow the requesting director to seek election for another term. If there is a tie vote, the director seeking permission to run again shall be granted such permission. Directors who have been appointed or elected to serve a partial term are eligible to run for a full elected term without the board's approval.

Section IV.2 Resignation, Removal, and Vacancies.

(a) Resignation. Any director may resign at any time by giving written notice to the president or to the secretary of the Corporation. A director's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director shall be deemed to have resigned in the event of such director's incapacity as determined by a court of competent jurisdiction. In addition, a director who has two or more consecutive unexcused absences from regular board meetings shall not qualify to continue to serve on the board of directors and shall be deemed to have resigned from the board. The board through a majority vote (excluding the director at issue), shall determine whether an absence is excused.

(b) Recall of a Director. A recall election of a director must be conducted if one-third of the eligible voting members sign a petition to conduct such an election and deliver the same to the corporation or two-thirds of the other directors then in office vote for a recall election. The Board will appoint a teller committee upon the receipt of the petition to verify the number of members who have signed the petition. Once the petition has been validated, the board will set by resolution an election date to be no later than 45 days from the date the petition is submitted if it is validated by the teller-committee. The election will be conducted in accordance with these

bylaws. An exception to the election procedure will be if the recall is submitted two months or less preceding the annual election, then the election of directors will be held at the annual election.

(c) Vacancy. Any vacancy of an elected director may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum. A director appointed to fill a vacancy shall hold office until the next annual election. For the purpose of preserving staggered terms, a director elected by the members to fill a vacancy shall serve until the end of the unexpired term. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office, and a director so chosen shall hold office until the next election of the class of directors for which such director was chosen and thereafter until such director's successor shall have been elected and qualified, or until such director's earlier death, resignation or removal. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs. When there is an unresolved tie vote of the board to fill a vacancy or a seat due to an increase in the number of directors, the president of the board shall be empowered to appoint the new director(s). An unresolved tie vote may be declared by the president after a tie vote, additional discussion, an additional vote resulting in a tie, and in the opinion of the president the board remains hopelessly deadlocked.

Section IV.3 Regular Meetings. A regular annual meeting of the board of directors shall be held each year at the time and place within El Paso County, Colorado, as determined by the board, for the purpose of electing directors and officers and for the transaction of such other business as may come before the meeting. Additional regular meetings of the Board shall be held every other month, at least 6 times per a year. The board of directors may provide by resolution the time and place within El Paso County, Colorado, for the holding of additional regular meetings.

Section IV.4 Special Meetings. Special meetings of the board of directors may be called by or at the request of any director. The person or persons authorized to call special meetings of the board of directors may fix the time and place within El Paso County, Colorado, for holding any special meeting of the board called by them.

Section IV.5 Notice of Meetings. The corporation shall provide notice of all meetings in compliance with C.R.S. 22-32-108 *et seq.*, and the Colorado Open Meetings Law, C.R.S. § 24-6-401 *et seq.* Public notice of the annual meeting shall be posted at the James Irwin Charter Elementary School campus and at the Administrative Offices of James Irwin Charter Elementary School no less than 24 hours prior to the holding of the meeting.

(a) Requirements. In addition to the notice provisions of the Colorado Open Meetings Law, notice of any special meeting of the board of directors stating the date, time and place of the meeting shall be given to each director at such director's business or residential address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior thereto by personal delivery or private carrier of written notice or by telephone, facsimile, electronic transmission or any other form of wire or wireless

communication (and the method of notice need not be the same as to each director). Written notice, if in a comprehensible form, is effective at the earliest of: (i) the date received; (ii) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed; and (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice is effective when communicated in a comprehensible manner. If transmitted by facsimile, electronic transmission or other form of wire or wireless communication, notice shall be deemed to be given when the transmission is complete.

(b) Waiver of Notice. A director may waive notice of any meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this Section 3.6(b), the waiver shall be in writing and signed by the director entitled to the notice. Such waiver shall be delivered to the corporation for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A director's attendance at or participation in a meeting waives any required notice to that director of the meeting unless: (i) at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or (ii) if special notice was required of a particular purpose pursuant to the Act or these bylaws, the director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

Section IV.6 Deemed Assent. A director of the corporation who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to all action taken at the meeting unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting; or (ii) the director contemporaneously requests the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (iii) the director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before the adjournment thereof or by the corporation promptly after the adjournment of the meeting. Such right of dissension or abstention is not available to a director who votes in favor of the action taken.

Quorum and Voting.

A majority of the directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the board of directors, and the vote of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the board of directors, unless otherwise required by the Act, the articles of incorporation or these bylaws. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present.

Voting by Proxy.

No director may vote or act by proxy at any meeting of directors.

Compensation.

Directors shall not receive compensation for their services as such; however, by resolution of the board of directors, the reasonable expenses of directors of attendance at board meetings may be paid or reimbursed by the corporation. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the corporation in any other capacity.

Committees.

By one or more resolutions adopted by the vote of a majority of the directors present in person at a meeting at which a quorum is present, the board of directors may designate from among its members one or more committees, each of which, to the extent provided in the resolution establishing such committee, shall have and may exercise all of the authority of the board of directors, except as prohibited by the Act. The delegation of authority to any committee shall not operate to relieve the board of directors or any member of the board from any responsibility or standard of conduct imposed by law or these bylaws. Rules governing procedures for meetings of any committee shall be the same as those set forth in these bylaws or the Act for the board of directors unless the board or the committee itself determines otherwise.

Advisory Boards.

The board of directors may from time to time form one or more advisory boards, committees, auxiliaries or other bodies composed of such members, having such rules of procedure, and having such chair, as the board of directors shall designate. The name, objectives and responsibilities of each such advisory board, and the rules and procedures for the conduct of its activities, shall be determined by the board of directors. An advisory board may provide such advice, service, and assistance to the corporation, and carry out such duties and responsibilities for the corporation as may be specified by the board of directors; except that, if any such committee or advisory board has one or more members thereof who are entitled to vote on committee matters and who are not then also directors, such committee or advisory board may not exercise any power or authority reserved to the board of directors by the Act, the articles of incorporation or these bylaws. Further, no advisory board shall have authority to incur any corporate expense or make any representation or commitment on behalf of the corporation without the express approval of the board of directors or the president of the corporation.

Meetings by Electronic Communication.

Members of the board of directors or any committee thereof may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE V.

OFFICERS AND AGENTS

Designation and Qualifications.

The elected officers of the corporation shall be a President, Vice-President and Secretary. The board of directors may also appoint such other officers, including an executive director, a controller, and treasurer, as it may consider necessary or useful. One person may hold more than one office at a time, except that no person shall hold simultaneously the offices of President and Vice-President. No officer shall execute, acknowledge or verify any instrument in more than one capacity. All officers must be natural persons who are twenty-one years of age or older.

Election and Term of Office.

The board of directors, or an officer or committee to which such authority has been delegated by the board of directors, shall elect or appoint the officers at or in conjunction with each annual meeting of the board of directors. If the election and appointment of officers shall not be held at or in conjunction with such meeting, such election or appointment shall be held as soon as convenient thereafter. Each officer shall hold office from the end of the meeting at or in conjunction with which such officer was elected or appointed until such officer's successor shall have been duly elected or appointed and shall have qualified, or until such officer's earlier death, resignation or removal.

Compensation.

The compensation, if any, of each officer shall be as determined from time to time by the board of directors, or by an officer or a committee to which such authority has been delegated by the board of directors. To the extent reasonably feasible, the person or persons determining compensation shall obtain data on the compensation of officers holding similar positions of authority within comparable organizations, shall set the compensation based on such data and an evaluation of the officer's performance and experience as related to the requirements of the position, and shall document the basis for the determination, including the comparison data used, the requirements of the position, and the evaluation of the officer's performance and experience. No officer shall be prevented from receiving a salary by reason of the fact that the officer is also a director of the corporation. However, no payment of compensation (or payment or reimbursement of expenses) shall be made in any manner so as to result in the imposition of any liability under either section 4941 or section 4958 of the Internal Revenue Code.

Removal.

Any officer or agent may be removed by the board of directors at any time, with or without cause, but removal shall not affect the contract rights, if any, of the person so removed. Election, appointment or designation of an officer or agent shall not itself create contract rights.

Vacancies.

Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the corporation, by giving written notice to the president or to the board of directors. An officer's resignation shall take effect upon receipt by the corporation unless the notice specifies a later effective date, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. An officer shall be deemed to have resigned in the event of such officer's incapacity as determined by a court of competent jurisdiction. A vacancy in any office, however occurring, may be filled by the board of directors, or by any officer or committee to which such authority has been delegated by the board of directors, for the unexpired portion of the term. If a resignation is made effective at a later date, the board of directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the board of directors may remove the officer at any time before the effective date and may fill the resulting vacancy.

Authority and Duties of Officers.

The officers of the corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the president, the board of directors or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) President. The President shall, subject to the direction and supervision of the board of directors: (i) be the chief governing officer of the corporation and have general control of its affairs and business and general supervision of its officers, agents and employees; (ii) preside at all meetings of the board of directors; (iii) see that all resolutions of the board of directors are carried into effect; and (iv) perform all other duties incident to the office of President and as from time to time may be assigned to such office by the board of directors. The President shall be an ex-officio member of all standing committees and may be designated chairperson of those committees by the board of directors.

(b) Vice-President. The Vice-President shall assist the President and shall perform such duties as may be assigned by the President or by the board of directors. The Vice-President shall, at the request of the President, or in the President's absence or inability or refusal to act, perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions on the President. The Vice-President shall conduct Board elections.

(c) Secretary. The secretary shall ensure that the following duties are faithfully upheld: (i) keep the minutes of the proceedings of the board of directors, and the members (if any); (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the corporation; (iv) keep at the corporation's registered office or principal place of business within Colorado a record containing the names and addresses of all members (if any); and (v) in general, perform all duties incident to the office of secretary and such other duties as from time

to time may be assigned to such office by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

Surety Bonds.

The board of directors may require any officer or agent of the corporation to execute to the corporation, at the corporation's expense, a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of such person's duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the corporation.

ARTICLE VI.

FIDUCIARY MATTERS

Section VI.1

Indemnification.

(a) Scope of Indemnification. The corporation shall indemnify each director, officer, employee and volunteer of the corporation to the fullest extent permissible under the laws of the State of Colorado, and may in its discretion purchase insurance insuring its obligations hereunder or otherwise protecting the persons intended to be protected by this Section 5.1. The corporation shall have the right, but shall not be obligated, to indemnify any agent of the corporation not otherwise covered by this Section 5.1 to the fullest extent permissible under the laws of the State of Colorado.

(b) Savings Clause; Limitation. If any provision of the Act or these bylaws dealing with indemnification shall be invalidated by any court on any ground, then the corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of the Act or these bylaws that shall not have been invalidated. Notwithstanding any other provision of these bylaws, the corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the corporation as an organization described in section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under either section 4941 or section 4958 of the Internal Revenue Code.

Section VI.2

Officers.

General Standards of Conduct for Directors and

(a) Discharge of Duties. Each director shall discharge the director's duties as a director, including the director's duties as a member of a committee of the board, and each officer with discretionary authority shall discharge the officer's duties under that authority (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the director or officer reasonably believes to be in the best interests of the corporation.

(b) Reliance on Information, Reports, Etc. In discharging duties, a director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of the corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence; or (iii) in the case of a director, a committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence. A director or officer is not acting in good faith if the director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 5.2(b) unwarranted.

(c) Liability to Corporation. A director or officer shall not be liable as such to the corporation for any action taken or omitted to be taken as a director or officer, as the case may be, if, in connection with such action or omission, the director or officer performed the duties of the position in compliance with this Section 5.2.

(d) Director Not Deemed to Be a "Trustee." A director, regardless of title, shall not be deemed to be a "trustee" within the meaning given that term by trust law with respect to the corporation or with respect to any property held or administered by the corporation including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section VI.3

Conflicts of Interest.

(a) Definition. A conflict of interest arises when any "responsible person" or any "party related to a responsible person" has an "interest adverse to the corporation." A "responsible person" is any individual in a position to exercise substantial influence over the affairs of the corporation, and specifically includes, without limitation, directors and officers of the corporation. A "party related to a responsible person" includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a director, trustee or officer or has a financial interest. "An interest adverse to the corporation" includes any interest in any contract, transaction or other financial relationship with the corporation, and any interest in an entity whose best interests may be impaired by the best interests of the corporation including, without limitation, an entity providing any goods or services to or receiving any goods or services from the corporation, an entity in which the corporation has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of the corporation.

(b) Disclosure. If a responsible person is aware that the corporation is about to enter into any transaction or make any decision involving a conflict of interest, (a "conflicting interest transaction"), such person shall: (i) immediately inform those charged with

approving the conflicting interest transaction on behalf of the corporation of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the responsible person's knowledge that bear on the advisability of the corporation entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

(c) Approval of Conflicting Interest Transactions. The corporation may enter into a conflicting interest transaction provided either:

(i) The material facts as to the responsible person's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or to a committee of the board of directors that authorizes, approves or ratifies the conflicting interest transaction, and the board or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors on the board or committee, even though the disinterested directors are less than a quorum; or

(ii) The conflicting interest transaction is fair as to the corporation.

Section VI.4

Liability of Directors for Unlawful Distributions.

(a) Liability to Corporation. A director who votes for or assents to a distribution made in violation of the Act or the articles of incorporation of the corporation shall be personally liable to the corporation for the amount of the distribution that exceeds what could have been distributed without violating the Act or the articles of incorporation if it is established that the director did not perform the director's duties in compliance with the general standards of conduct for directors set forth in Section 5.2.

(b) Contribution. A director who is liable under Section 5.4(a) for an unlawful distribution is entitled to contribution: (i) from every other director who could be liable under Section 5.4(a) for the unlawful distribution; and (ii) from each person who accepted the distribution knowing the distribution was made in violation of the Act or the articles of incorporation, to the extent the distribution to that person exceeds what could have been distributed to that person without violating the Act or the articles of incorporation.

Loans to Directors and Officers Prohibited.

No loans shall be made by the corporation to any of its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the corporation for the amount of such loan until the repayment thereof.

Compliance with Laws Applicable to Public Schools.

In addition to the foregoing, all officers and directors shall comply with the applicable provisions of the Code of Ethics set forth in C.R.S. § 24-18-101, *et seq.*

ARTICLE VII.

RECORDS OF THE CORPORATION

Minutes, Etc.

The corporation shall keep as permanent records minutes of all meetings of the board of directors and members (if any), a record of all actions taken by the board of directors or members without a meeting, a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation, and a record of all waivers of notices of meetings of the board of directors or any committee of the board of directors or members (if any). All such permanent records shall be maintained in accordance with the Colorado Open Meetings Law.

Accounting Records.

The corporation shall maintain appropriate accounting records.

Records In Written Form.

The corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

Records Maintained at Principal Office.

The corporation shall keep a copy of each of the following records at its principal office:

- (a) The articles of incorporation and the corporate seal;
- (b) These bylaws;
- (c) Resolutions adopted by the board of directors relating to the characteristics, qualifications, rights, limitations and obligations of the members or any class of members;
- (d) The minutes of all meetings of the members, and records of all action taken by the members without a meeting, for the past three years;
- (e) All written communications within the past three years to the members generally as the members;
- (f) A list of the names and business or home addresses of the current directors and officers;
- (g) A copy of the most recent corporate report delivered to the Colorado secretary of state;

(h) All financial statements prepared for periods ending during the last three years that a member of the corporation could have requested under section 6.6(c);

(i) The corporation's application for recognition of exemption and the tax-exemption determination letter issued by the Internal Revenue Service; and

(j) All other documents or records required to be maintained by the corporation at its principal office under applicable law or regulation.

Article VIII.

CONTRACTS, LOANS, CHECKS, AND DEPOSITS; SPECIAL CORPORATE ACTS

Contracts.

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary may execute the same and may affix the corporate seal thereto.

Loans.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Board of Directors otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted.

Checks, Drafts, etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Deposits.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Voting of Securities Owned by this Corporation.

Subject always to the specific directions of the Board of Directors, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary of this corporation or by proxy appointed by the Secretary. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President or the Secretary of this corporation without necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

ARTICLE IX.

MISCELLANEOUS

Fiscal Year.

The fiscal year of the corporation shall commence on July 1 and end on June 30 of each year.

Conveyances and Encumbrances.

Property of the corporation may be assigned, conveyed or encumbered by such officers of the corporation as may be authorized to do so by the board of directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the corporation shall be authorized only in the manner prescribed by applicable statute.

Designated Contributions.

The corporation may accept any contribution, gift, grant, bequest or devise that is designated, restricted or conditioned by the donor, provided that the designation, restriction or condition is consistent with the corporation's general tax-exempt purposes. Donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, the corporation shall reserve all right, title and interest in and to and control over such contributions, and shall have authority to determine the ultimate expenditure or distribution thereof in connection with any such special fund, purpose or use. Further, the

corporation shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used exclusively to carry out the corporation's tax-exempt purposes.

References to Internal Revenue Code.

All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Principles of Construction.

Words in any gender shall be deemed to include the other gender; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign, convey and deliver; and the table of contents, headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of these bylaws.

Preservation of Mission.

In order to preserve and protect the mission and goals of James Irwin Charter School, it is hereby declared that all Employees, Directors and committee members have access to a copy of the James Irwin Mission and Vision Overview. Strict adherence to the original mission and goals of the Founding Citizens (as defined in the Overview) shall be observed at all times.

Severability.

The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.

Amendments.

To the extent allowed by law, these bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board of directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings.

(END)

**JAMES IRWIN CHARTER HIGH SCHOOL, JAMES IRWIN CHARTER MIDDLE
SCHOOL, AND JAMES IRWIN CHARTER ELEMENTARY SCHOOL**

UNIFIED BYLAWS CERTIFICATE

The undersigned certifies that s/he is the Secretary of the unified board of directors of James Irwin Charter High School, a Colorado nonprofit corporation, James Irwin Charter Middle School, a Colorado nonprofit corporation, and James Irwin Charter Elementary School, a Colorado nonprofit corporation, and that, as such, the undersigned is authorized to execute this certificate on behalf of said corporations, and further certifies that attached hereto is a complete and correct copy of the presently effective bylaws of said corporations.

Dated: September 29th, 2015.



DUANE K. L. FRANCE

Secretary

EL PASO COUNTY SCHOOL DISTRICT 49
District Financial Summary
Special Programs Review
June 30, 2015
2013-14 Fiscal Year



Percent of year completed	t	d	Beginning Balance Sheet Revenue (Accr) / Defer	Recognized Revenue	Total Personnel Costs	Purchase Services			Supplies	Equipment	Other	Total Implementation Costs	Grand Total Spend	Net Cost	Current Year Net Receipts (Distributions)	Net Cost per total sFTE
						Professional	Property	Other								
			9100	1900		300	400	500	600	700	800	900				

Special Education Programs														SPED ct.	Spec. sFTE	Gross / SPED	Net / SPED
14-15 cAct														1,539	369	(8,712.26)	(6,465.86)
Designated Funding																(36,336.52)	(26,967.36)

Designated Funding	Grant Code	eFTE															
ECEA Fund 10	3130	304.3	3,457,218	(11,179,763)	(1,031,945)	(5,233)	(874,265)	(70,130)	(40,372)	(206,468)	(2,228,412)	(13,408,176)	(9,950,958)	(789.19)	(585.70)		
Program Name	Prog #																
General	1700	4.6	-	(321,712)	-	-	(421,250)	-	-	-	(421,250)	(742,962)	(551,394)		(32.45)		
Total SPED School Levels	170X	75.5	-	(2,946,331)	(350,404)	-	(179,538)	(23,996)	(997)	(2,404)	(557,339)	(3,503,670)	(2,600,269)		(153.05)		
Adaptive Physical Disability	1710	2.0	-	(136,373)	-	-	(3,165)	(656)	-	-	(3,821)	(140,194)	(104,046)		(6.12)		
Vision Impaired	1720	0.5	-	(41,694)	-	-	-	-	-	-	-	(41,694)	(30,943)		(1.82)		
SLIC - Sig Lim Intell Cap	1740	25.5	-	(792,706)	-	-	-	-	-	-	-	(792,706)	(792,706)		(46.66)		
SIED - Sig ID Emot Disab	1750	23.1	-	(789,397)	-	-	-	-	-	-	-	(789,397)	(585,856)		(34.48)		
SOCO - Autism (Soc/Comm)	1760	17.2	-	(584,028)	-	-	-	-	-	-	-	(584,028)	(433,440)		(25.51)		
SLD - Speech/Lang Disab	1770	1.0	-	(52,571)	-	-	-	-	-	-	-	(52,571)	(39,016)		(2.30)		
Speech Path / Language	1771	17.2	-	(872,500)	(384,242)	-	(6,440)	(943)	(1,368)	-	(392,993)	(1,265,493)	(939,193)		(55.28)		
MH - Multiple Handicap	1780	50.7	-	(1,419,526)	-	(463)	(5,568)	(11,341)	(34,592)	-	(51,963)	(1,471,489)	(1,092,074)		(64.28)		
Preschool	1791	12.7	-	(459,498)	(280)	(205)	(112,569)	(7,390)	-	(671)	(121,114)	(580,612)	(430,905)		(25.36)		
Elevates	1797	-	-	-	-	-	-	-	-	-	-	-	-		-		
Extended School Year	1798	-	-	(1,838)	-	-	-	-	-	-	-	(1,838)	(1,364)		(0.08)		
Summer School	1799	0.5	-	(68,039)	(2,753)	-	(29,836)	(1,758)	-	-	(34,346)	(102,386)	(75,986)		(4.47)		
Social Work / Behavioral Sp	2113	4.1	-	(311,223)	-	-	-	-	-	-	-	(311,223)	(230,976)		(13.59)		
SWAAAC Admin	2126	-	-	-	-	-	-	-	-	-	-	-	-		-		
Health Svc / Nurses	2130	9.3	-	(335,878)	-	(1,186)	(6,230)	(4,696)	(37)	(73)	(12,221)	(348,099)	(258,343)		(15.21)		
Psychologist	2140	5.5	-	(346,131)	-	-	(5,275)	(4,734)	-	-	(10,009)	(356,140)	(264,312)		(15.56)		
Deaf & HH	2150	1.3	-	(74,458)	-	-	-	-	-	-	-	(74,458)	(55,259.71)		(3.25)		
Occupational/Physical Ther	2160	5.7	-	(313,197)	(288,543)	-	(5,247)	(4,690)	-	-	(298,480)	(611,677)	(453,960)	Admin for All	(26.72)		
Administration	2231	6.0	-	(431,009)	-	(2,574)	(12,781)	(7,337)	(3,329)	(21,892)	(47,914)	(478,923)	(355,436)	(20.68)	(20.92)		
Legal	2315	-	-	-	(5,723)	-	-	-	-	-	(5,723)	(5,723)	(4,247)	per pupil	(0.25)		
Transportation	2721	42.0	-	(872,121)	-	-	-	(84)	(48)	(181,428)	(181,561)	(1,053,682)	(781,996)		(46.03)		
Other Miscellaneous		-	-	(9,535)	-	(222)	(78,340)	(2,506)	-	-	(81,068)	(90,604)	(90,603.55)		(5.33)		
Specific Administration	2410	-	-	-	-	(583)	-	-	-	-	(583)	(583)	(433)		(0.03)		

Grant	Grant Code																
IDEA Title VIB 22	4027	(448,329)	2,245,968	(1,242,569)	(476,976)	-	(526,424)	-	-	-	(1,003,400)	(2,245,968)	-	2,240,073	(454,224)		
Program Name	Prog #																
General	1700	-	-	-	-	-	-	-	-	-	-	-	-		-		
Total School Programs	170X	-	(1,239,578)	(334,815)	-	(515,750)	-	-	-	-	(850,565)	(2,090,143)	(2,090,143)				
SWAAAC	1780	-	-	-	-	-	-	-	-	-	-	-	-		-		
Psychologist	2140	-	-	-	-	-	-	-	-	-	-	-	-		-		
Administration	2231	-	(2,991)	(142,160)	-	(6,974)	-	-	-	-	(149,134)	(152,125)	(152,125)				
Workman's Comp	2850	-	-	-	-	(3,700)	-	-	-	-	(3,700)	(3,700)	(3,700)				

Grant	Grant Code																
IDEA Title VIB PS 22	4173	2,516	32,845	(23,287)	-	-	(100)	(9,458)	-	-	(9,558)	(32,845)	-	20,501	(9,828)		
Program Name	Prog #																
Preschool	0041	-	-	-	-	-	-	-	-	-	-	-	-		-		
Preschool	1791	-	(23,287)	-	-	-	-	(9,458)	-	-	(9,458)	(32,745)	(32,745)				
Workman's Comp	2850	-	-	-	-	(100)	-	-	-	-	(100)	(100)	(100)				

Grand Total Consolidated			5,736,031	(12,445,619)	(1,508,920)	(5,233)	(1,400,790)	(79,587)	(40,372)	(206,468)	(3,241,370)	(15,686,989)	(9,950,958)	2,259,785	(464,638)		
--------------------------	--	--	-----------	--------------	-------------	---------	-------------	----------	----------	-----------	-------------	--------------	-------------	-----------	-----------	--	--

Falcon School District 49
Charter School Service Menu

> Required Services

(1) District Governance	time, expertise CEO, CBO, XDLS, BOE, DirComm, DirScSaSe, CCC (14/15) incl. work on expulsions, October Count, ADE, Funding pass-throughs, etc.	65.49	71.49	1.42%	74.89	4.8%
(2) Dedicated Charter School Relations Services	50% of relative share of iConnect Zone Leader & other Zone level staffing / spends shared on a per pupil basis	43.9%	9.00	8.66	11.07	33.9%
Charter School Solutions	1 Charter renewal guidance - shared 50 / 50 between charter school & iConnect Zone 2 Charter Liason Support - shared among the Charters each year on a per pupil basis 3 New Charter application reviews - fully paid by iConnect Zone	50,000 15,000 per renewal	3.00	2.59	25,000 hourly as needed 17,000 per renewal	4.00
(3) Special Education Oversight Servcies			16.58	20.68	17.07	-17.5%
(4) Intercept Withholding & Treasurer Fees (if applicable)	(pass through)					

> Other/Optional Services

(5) Special Education Program Services	Insured Model - Required for Geographic Charters						556.87	564.78		572.78	1.4%
(6) Nutrition Services	direct service - no overhead						xxxx				
(7) Transportation	— —						xxxx				
(8) Health Services	\$ per pupil	using district standard metrics									
(9) Facilities Maintenance	\$, staff / sq ft.	— —									
(10) Specific Saffety and Security	direct service - no overhead										
(11) Student Information System Services	average per pupil cost						12/13 ShB: 10.60	9.85		12.00	21.8%
(12) Alpine Achievement											
(13) Scantron											
(14) COGAT											
(15) ESL											
(16) CTE											
(17) GT											
(18) subfinder & detailed HR services - one time setup, fee per teacher covered, onbarding current sub fees											
(19) Organizational Affiliations (CASE, CASB, NACSA)	— —										
							660.79	678.05			
										691.81	-1.8%

All considered only as no increase to District Coordinated Schools

Two-step Settlement Process: June & November

ATTACHMENT 10

Right to Support or Not Support Contracts and/or Contract Amendments. The District acknowledges the autonomy of the School to enter into contracts to meet the various needs of the School. The School acknowledges that the District must provide financial oversight of the School. The School agrees that all contracts, including, but not limited to contracts for educational services, business or charter management, employee or employee equivalents, professional services, products, equipment, or any other contract is subject to review by the District prior to being entered into by the School under the conditions stated herein.

A contract will automatically require review if any one of the following factors is present in the proposed language or terms of the contract:

1. The contract/contract amendment is for any educational or management services, including, but not limited to, assessments, curriculum, a charter management organization, software, or online educational services, and; the contract/contract amendment is valued at an amount greater than 12.5 times the school's PPR rate; or
2. The contract/contract amendment represents a vendor whose aggregate payments would equal 12.5 times or greater of the school's PPR rate in either the current year (projected) or the prior year; or
3. The contract has any potential for a conflict of interest; or
4. The contract has defined, implied, or potential multi-year term structures; or
5. The contract has pricing terms that are variable; specifically those based on school enrollment or school revenue, rather than a clear 'cost-for-service' pricing structure.

Prior to entering into contracts subject to automatic review, the School will provide a copy of the proposed contract, and any other relevant documents and information,

to the Chief Business Officer (CBO) of the District as well as the District's Charter School Liaison (CSL). Together, the CBO and CSL, with District Legal Counsel (if deemed necessary, the cost of which shall be paid by the District), will review the contract based on the following criteria:

1. Whether or not the contract reflects the fair market value, within a 25% window, for the product(s) or service(s) being provided.
2. Whether or not any of the fees associated with the contract are unreasonable or excessive, as well as whether the contract services are complete valid and accurately stated for the needs of the School.
3. Whether or not any conflicts of interest have been properly identified, disclosed and/or managed throughout the contracting process, and whether or not any ongoing and/or potential future conflicts of interest will be adequately managed.
4. Whether or not the contract exposes the School or the District to any unreasonable risks or conflicts.
5. Whether or not the contract compromises the ability of the School's Board of Directors or officers to exercise their statutory, contractual, and fiduciary responsibilities to the School or the District.
6. Whether or not the contract and its requirements comply fully with all applicable state and federal laws and regulations, and District policies that have not been waived.
7. Whether or not the contract compromises the ability of the School to be independently audited.
8. Ensure clarity as to whether or not any equipment, materials, supplies or educational materials developed or purchased in connection with the contract will remain the property of the School, or remain with the vendor.
9. Whether or not the products or services being provided will be properly itemized and accounted for by the contracted party to the School.

10. Whether or not the term of the contract exceeds the length of time remaining on the School's charter contract and, if for more than one year in length, ensure the contract includes the necessary appropriation language and worded effectively.
11. Whether or not the contract improperly extends the faith and credit of the District.
12. Whether or not the contract would cause the autonomy of the School to be compromised by undue influence from the vendor.

The CBO and CSL will have 10 working days to review the contract from the date it is submitted and respond to the School in full. If the School does not receive a response from the District within 10 working days the contract shall be deemed supported by the District. After review of the contract the CBO and/or CSL may support the contract as written, offer recommendations for specific changes to the contract language and terms, recommend that the School look elsewhere for the needs expressed in the contract, and/or recommend that the contract be considered by the District's Board of Education at its next regular meeting for further guidance to the School and a determination to support or not support the contract.

If the contract is referred to the District BoE, the CBO/CSL's documentation to the District's Board of Education must include a statement of the reasons for withholding support for the contract, as well as the School's reasons for asking that it be supported. The School will be provided an opportunity to present its argument for why the contract should be supported to the District's Board of Education during the meeting before the vote to support or not support the contract.

If the contract is not supported by a majority vote, the Board will provide rationale to the School and provide the School an opportunity to submit a revised contract to the CBO and CSL, at which point the process described in this section will be completely reapplied.

If the School enters into or attempts to enter into any contracts covered by this provision without the support of the District it will be sufficient grounds to find the School in contractual breach of the charter school contract with the District, and subject the School to all potential remedies for such breach available to the District, up to and including the termination of the charter school contract.