

Charter Renewal Application



COLORADO
SKIES
ACADEMY

December 1, 2022



Dear Mr. Smith and CCSD Board Members,

We are pleased to present our application for the charter renewal for Colorado Skies Academy (CSA). Our unique middle school is the first public charter middle school dedicated to aerospace career preparation in the Rocky Mountain region and continues to put students on the path to achieving their dreams and obtaining careers in aviation and aerospace science.

Colorado Skies Academy has, like most schools, faced many challenges through the pandemic in addition to persevering through numerous transitions as a startup school. Thanks to our talented staff, a strongly supportive community, a devoted board of directors, and with the support of our authorizer, CSA has evolved from its infancy into a credible and sustainable middle school that proudly contributes to Cherry Creek School District and to the community at large.

CSA staff, board, and stakeholders take great pride in the uniqueness and many advantages our permanent location offers to learners. Our facility is designed to meet the individual needs of our learners and our instructional program, and we have seen firsthand how Project Based Learning allows learners to become strong thinkers and problem solvers through a rigorous STEAM education. In addition, CSA is one of the only tuition-free public/charter schools that is located on property of a major airport in the United States. Our students get to see aviation and aerospace happening around them at school every day!

The Board of Directors is very proud of our school leadership, facilitators, and learners for the measured academic success in having above average test scores, demonstrating significant achievement growth across all grade levels and being ranked as a "Performance" school. CSA continues to cultivate the culture of learning and focusing on the whole child using project-based and social-emotional learning practices and remains unique in its character development program where learners develop traits that are universally accepted as beneficial and help them effectively contribute to their communities.

The Board of Directors would like to thank the Cherry Creek School District Superintendent's office and Board of Directors for their support as authorizers since the opening of CSA. We look forward to many more years in partnership while we continue to develop Colorado Skies Academy to reach its full potential as a top, sought for school of choice for our district and the surrounding districts and help educate the future employees in the fast-growing aerospace industry in Colorado.

Sincerely,

A handwritten signature in cursive script that reads "Christa Coryell".

Christa Coryell
CSA Founding Parent and Board President

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A. Executive Summary

Colorado Skies Academy (CSA), a project-based and aerospace-focused public charter middle school approved in 2019 under the authorization of the Cherry Creek School District (CCSD), is pleased to submit this revised charter as a part of the school's charter renewal application. CSA has weathered not only the typical challenges facing new schools, but also the COVID-19 pandemic and inconsistent leadership throughout its infancy. This severely impeded the school's growth and momentum, to the extent that internally we are viewing the 2022-23 school year as a second "Year One." The CSA Board of Directors and new Administration team are proud to document the many changes we have recently made to be sure the school is operating in compliance with our authorizer's expectations and past feedback while providing excellent education and support to our students and their families.

Colorado Skies Academy is under new leadership that is committed to partnering with CCSD to provide an excellent school choice option for students across the Denver Metro area who are seeking exposure to aerospace-focus content or have struggled to succeed in traditional schools, typically due to attention regulation issues or learning differences mitigated by Project-Based Learning (PBL). CSA is proud that, despite early operational and budgetary concerns as well as a global pandemic, CMAS assessment scores have met CDE's expectations in both ELA and Math, and the Mean Scale Scores for All Students at CSA place the school above the 50th percentile and competitive with neighboring CCSD middle schools. (Growth is an inconsistent measure due to interruptions during the pandemic.) CSA will continue to make improved student achievement and growth a priority, widening our focus on project-based learning by pairing it with traditional skill-building instruction in literacy and mathematics, all aligned with Colorado Academic Standards for grades 6 - 8. We will also continue to prepare students to be well-rounded and healthy citizens through purposeful executive functioning, interpersonal communication, and Social-Emotional Learning (SEL) instruction and practice to equip all CSA learners with essential skills that will help them to succeed in high school and beyond. Our improved student behavior management systems and culture include Positive Behavioral Interventions & Supports as well as a continued focus on Restorative Practices. CSA is pleased with our renewed partnership with CCSD employees to identify needs and write/service IEPs and ALPs to provide legally compliant, excellent education for all enrolled students. Our teaching staff has weekly, dedicated time for continued development and training, and our rigorous plan for Professional Development includes facilitating project-based learning, differentiation, facilitating Love and Logic and Restorative Practices, universal Tier 1 interventions in the classroom, best practices for working with learners with ADHD, ASD, Giftedness, Twice Exceptionalism, and populations that skew male.

Colorado Skies Academy continues to make operational changes directed specifically at (1) stabilizing the retention and growth rate of student enrollment and (2) becoming financially sound with significantly reduced reliance on fundraising, continuing to develop financial policies and practices that ensure the school's long-term viability. Enrollment was steadily increasing prior to 2022-23, when a perfect storm of contributing factors led to a significant decline. Increasing enrollment is essential to achieving our budgetary goals, and our plan to meet this challenge can be found later in this application. Aside from addressing enrollment, CSA has made great progress toward financial viability with the help of our current service provider, Maker Learning Network,

by securing services through a new provider (G&G Consulting Group, LLC) in partnership with our current service provider (Maker Learning Network) and by retaining a new School Director with more experience with finances and Colorado charter leadership, and adding an additional Director with extensive Special Education training and institutional knowledge beneficial to our population. It will take a few years to fully overcome early enrollment and operational challenges that have negatively impacted our budget, but with our proven track record of successful fundraising efforts paired with improved, effectual operational and instructional systems implemented by experienced, consistent leadership, Colorado Skies Academy is confident in a successful and financially sound future.

CSA's Board of Directors is committed to continuous learning and service, participating in ongoing trainings and leadership opportunities throughout their terms. The Board has been successful in recruiting qualified replacements for all vacancies and has policies and procedures in place for onboarding new board members.

Colorado Skies Academy submits this charter renewal application with appreciation for CCSD's support and renewed partnership.

B. Vision and Mission Statements

The Colorado Skies Academy Board of Directors has approved some adjustments to our original Vision and Mission statements. The most recent verbiage is included below.

Vision

Colorado Skies Academy envisions being a middle school dedicated to fostering creative, innovative, and critical thought through an aerospace focused curriculum. We see all learners being provided with the opportunity to explore, develop, and achieve their dreams in aerospace and beyond. Our school will produce successful and fearless young leaders who demonstrate integrity, grit, and honesty through academic excellence.

Mission

Colorado Skies Academy will inspire learners to take flight academically and personally through relevant project-based learning instruction. Using comprehensive STEAM and SEL programs, our young people will be prepared to pursue goals and succeed in future educational endeavors and careers. They will create meaningful aerospace connections and develop positive relationships to support their journey.

Stated Goals

- Social-Emotional Learning
- Diversity, Equity, and Inclusion
- Empowering learners to find their passions in aerospace and engineering
- Hands-on, relevant, project-based learning

C. Goals

Colorado Skies Academy reviewed available assessment data from the first three and a half years of operation, annual reports from CCSD, Unified Improvement Plans, and comparative data from surrounding schools to evaluate progress made toward our original charter goals as well as setting new goals to address challenges and continue growth. Experiencing both inconsistent leadership and a global pandemic during the crucial first three years of operation impeded our ability to fully meet the highly specific and lofty initial goals laid out in the original charter, so we revised them for clarity and to account for demonstrated challenges. Our updated goals are provided below.

Academic Goals

While Colorado Skies Academy has not met all the Academic Goals laid out in the original charter application, student achievement (as measured by the school’s chosen standardized assessment(s)/universal screener(s) or annual CMAS testing) has been competitive with area middle schools as well as demonstrating growth and improvement from year to year. The achievement and growth data for CSA students compared to students from neighboring middle schools on the 2022 CMAS tests is available in the table below, followed by our updated academic goals. Note that included schools were chosen based on their inclusion as “comparison points” in the original charter document.

Comparison of Recent ELA/Math Achievement and Growth Data for Area Middle Schools

	ELA Achievement 2022		Math Achievement 2022		Median Growth Percentile (Baseline)	
	Mean Scale Score*	Percentile	Mean Scale Score**	Percentile	ELA 2022	Math 2022
Campus MS	766.7	95	758.7	96	67	66
CO Skies Academy	743	57	731.8	51	53.5	58.5
Falcon Creek MS	751.2	77	735.1	61	49	49.5
Horizon MS	725.5	18	717.5	17	33	41
Laredo MS	734.8	36	728.1	41	46	55.5
Liberty MS	749.9	74	739	70	45.5	72.5
Prairie MS	721	10	711.1	6	38.5	53
Sky Vista MS	743.5	59	732.0	52	47	56.5
Thunder Ridge MS	745	62	736	63	36	57

*An ELA scale score of above 740.1 indicates Meeting or Exceeding CO State Expectations

**A Math scale score of above 731.2 indicates Meeting or Exceeding CO State Expectations

1. On standardized testing, Colorado Skies Academy will perform in the top 30% of middle schools in the Cherry Creek School District, and/or at least 70% of all students will meet or exceed expectations on the state’s annual CMAS ELA and Math assessments.

2. 70% of Colorado Skies Academy students will demonstrate one year's growth in ELA and Math as measured by the school's chosen standardized assessment(s)/universal screener(s), and/or the aggregated CMAS Median Growth Percentile for All Students in ELA and Math of over 70.
3. In response to any achievement gap(s) between students in targeted at-risk student subgroups and the general student population, evidenced by score reports for the school's chosen standardized assessment(s)/universal screener(s), Colorado Skies Academy will work to decrease the achievement gap by a minimum of 15% without reducing expectations or rigor of the general student population. Possible at-risk student subgroups may include Students with Disabilities, Minorities, FRL Eligible, English Learners, Gifted Students, Migrant Students, and students who identify as female. (Females are included on this list as they historically make up no more than 32% of the overall student body.)
4. 80% or more of Colorado Skies Academy students will meet all three of their Individual Learning Plan (ILP) goals over the course of an academic year as measured and reported by their teacher(s).

Project-Based and Social-Emotional Learning Implementation Goals

Project-Based Learning has demonstrated tremendous power to grow differentiated student skills and authentically engage all learners in higher order thinking. This method of instruction requires extensive training and ongoing support for staff, which has not occurred consistently so far due to complications from the pandemic and inconsistent leadership. To ensure CSA staff grow their skills and provide excellent, purposeful PBL, we have written the implementation goals below.

1. CSA teachers and administrators will align, formalize, and continuously reflect on and improve robust, authentic, cross-curricular, aerospace-focused tent-pole projects for all grade levels with feedback from aerospace industry experts and students.
2. CSA administrators will observe PBL lessons from each teacher and engage in reflection-driven, monthly feedback and improvement cycles. Demonstrating growth in and mastery of the PBL instructional strategy will be a significant portion of CSA's teacher evaluations.
3. 95% of CSA teachers will participate in formal and informal PBL trainings every two years.
4. 85% of CSA learners will be able to accurately define and identify components of PBL, including independently implementing team roles throughout a project.
5. CSA teachers will independently continue their own growth by observing, supporting, and coaching each other in various aspects of PBL, mentoring those who are new to CSA, and finding/suggesting/implementing additional training and/or project improvements.

6. 85% or more of Colorado Skies Academy students will improve their Social-Emotional skills over the course of an academic year as measured using the school's chosen screener.

Organizational Management Goals

Colorado Skies Academy opened very soon after inception, without the benefit of the extended planning typical of new schools. This put an incredible strain on the early leaders and staff, as they tried to build, implement, and improve systems while actively running the school.

Additionally, the outbreak of COVID-19 at the end of the first year of operation hampered efforts to solidify Organizational Management in countless large and small ways, exacerbating retention and enrollment challenges. At the start of the 2022-23 school year, not only was a new administration team hired on August 1st due to the sudden departure of the sitting Director for family reasons, but also the entire front office and support team had to be replaced. This situation, while creating an exceptionally challenging and disordered start to the school year and negatively impacting enrollment, also allowed CSA's administrators to create effective systems and prioritize partnership with CCSD to ensure smooth and compliant operation. The goals below were set with these factors in mind.

1. 70% of Colorado Skies Academy parents, students, and teachers will rate the school's climate and culture as satisfactory or higher as measured via Likert scale on an annual end-of-year survey.
2. 90% of Colorado Skies Academy staff who are invited to return will be retained year-to-year, excluding separations due to physical moves, health, or family circumstances, as measured by personnel records.
3. 90% of Colorado Skies Academy front office/support staff will regularly attend CCSD trainings and/or monthly meetings to deepen our partnership and ensure compliance with District and State best practices/guidance/laws for their individual roles.
4. 95% of Colorado Skies Academy teachers will be appropriately certified/licensed by the Colorado Department of Education, or hold a Substitute License/be Highly Qualified and actively pursuing appropriate certification/licensure.
5. In order to ensure continued growth toward excellence in organizational management, the School Director and Board of Directors will regularly evaluate the performance and cost effectiveness of any external management firms/vendors and will pursue replacement as deemed necessary or beneficial.
6. Colorado Skies Academy will re-enroll at least 85% of the student population year-to-year.

Facilities Goals

Since the adoption of our original charter, Colorado Skies Academy has built and moved into an impressively unique permanent facility at 13025 Wings Way, Englewood, Colorado 80112. This plot of land was chosen in partnership with the Wings Over the Rockies complex at Centennial

Airport, and the design and construction was proposed and overseen by iLead/Maker Learning Network (currently under contract for various operational management services). This facility presents CSA with both opportunities and challenges, as you will see reflected in the goals below.

1. Secure consistent, local, on-site facilities assistance/management to ensure rapid repairs, perform needed upkeep and beautification, and assist with daily operations.
2. Identify, pursue, and implement solutions to identified challenges, including but not limited to:
 - a. Limited space designated for physical movement, including recess and Physical Education classes, and the necessarily limited options for recreation during these times
 - b. Limited space to house support staff such as Registrar, Dean, Principal, Counselor, Librarian, School Psychologist, Special Education providers, etc.
 - c. Lack of space large enough to comfortably hold the entire student body and staff for assemblies/presentations
 - d. Food Services' dedicated space does not include a sink that can be used in preparation of food or washing of dishes
 - e. Retail-rated doors, chosen for their non-institutional appearance, aren't holding up to the daily wear-and-tear of a middle school
3. Continue to take actions toward hardening the school against violence, including installation of safety film.
4. Continue to work to reduce the required enrollment needed to cover building expenses to fewer than 270 students.

Financial Goals

As a brand-new charter school in opening 2019, Colorado Skies Academy faced several financial challenges in the first year principally from a significant shortfall in planned enrollment (225 students budgeted, 117 students actual). This necessitated what turned out to be a successful fundraising effort by the board of directors, the school administrator, and CSA's service provider, resulting in a favorable ending fund balance that exceeded the original approved budget by \$161,000 (after accounting for TABOR reserves). In year 2, enrollment increased to 236 students which was 10 students above the planned enrollment number, and the year ended with a fund balance \$125,000 above the approved plan.

For CSA, like many schools, Year 3 challenges were magnified by the onset of the COVID-19 pandemic. The approved budget accounted for 300 students while actual enrollment decreased to 212 students, creating a significant revenue shortfall, and necessitating a new fundraising campaign. This campaign was again successful with more than \$600,000 raised. Along with cost containment action by the administration, CSA ended FY2022 again with a positive fund balance variance to plan. Then in August of 2022, CSA was notified of a FY2022 Special Education (SPED) adjustment that resulted in a dramatic increase to our monthly payment to CCSD. This is

the first time CSA has received a SPED adjustment from the district of such a magnitude. The adjusted total charge for contracting with CCSD to service SPED students was nearly triple the amount CSA had budgeted for FY2022 based on historical trends, which impacted our budget and cash balance for FY2023 in a remarkably negative way, though we appreciate CCSD working with us to spread out the FY2022 adjustment over the course of the year to aid the school's cash flow.

Unfortunately, the magnitude of the SPED services fee increase has a catastrophic and ultimately untenable impact on our budget – especially as students requiring SPED services continue to flock to CSA in increasing numbers due to our Project-Based Learning model and aerospace focus. Colorado Skies Academy is committed to providing a safe and effective learning space for all students, especially as our philosophy is so attractive to students with learning differences who benefit from a less traditional approach to education in middle school. The best education for these students includes a close partnership between CSA and CCSD to provide excellent SPED services as well as training for CSA staff to best meet the needs of these students in the general education classroom, but if we cannot find or negotiate a way to make this partnership affordable, CSA will be forced to investigate other options for providing these necessary services to our relatively small population.

Added to the financial challenge this year is enrollment. In preparation for FY2023, CSA undertook an extensive recruitment campaign to bring new students to the school. The budgeted enrolment was set at 220 students and throughout the summer the numbers of unofficial commitments led us to believe we would exceed this number. Indeed, around 50 new students ultimately enrolled for FY2023; however, we did not anticipate the number of returning students to decline as dramatically they did. While many schools are experiencing unexplained declines in enrollment, a contributing factor at CSA was the sudden resignation of the school director who had to move out of state for family reasons, a loss that concerned several parents and students. Enrolment on Count Day was 44 fewer students than the 220 expected.

The FY2023 budget had a modest capital campaign target of \$100,000 which is not atypical for a charter school. The result of these two events above means the school will once again need to implement a more aggressive capital campaign with a new target of \$450,000. The board is committed and working to achieve this objective.

CSA's new administrators are committed to aggressively pursuing avenues that will lead to financial stability, as is reflected in the goals below. Details about the FY2023 budget and 3 Year Forecast can be found in Attachment H to this application.

1. Colorado Skies Academy will increase revenue by:
 - a. Conservatively growing enrollment to over 300 students by the 2025-26 school year, including attracting out-of-district students to grow the number of families positively impacted by the Cherry Creek School District. This will happen by strengthening the marketing/recruitment campaigns, improving the metrics used to track commitments, implementing a more robust commitment

- process, and being more proactive in our communications with existing parents and learners.
- b. Aggressively pursuing appropriate grants based on current opportunities, challenges, demographics, and goals
 - c. Collecting affordable student fees
 - d. Aggressively pursuing ongoing, secured financial grants and support from members of the aerospace industry and private investors
 - e. Taking advantage of smaller fundraising opportunities such as Restaurant Nights and King Soopers Community Rewards
 - f. Implementing an annual fundraising gala open to CSA families as well as the community
 - g. Implementing an annual fall fundraising drive with student involvement
2. Colorado Skies Academy will decrease expenses by:
- a. Continually evaluating vendor contracts and services provided and seeking replacement(s) as deemed necessary/beneficial (specifically but not limited to Professional Services and Special Education services)
 - b. Re-enrolling at least 85% of eligible CSA students year-to-year and retaining at least 90% of CSA staff invited to return (excluding separation due to physical moves, health, or family considerations)
 - c. Continue to utilize programs such as DonorsChoose to fund classroom projects, student engagement plans, and smaller standalone facilities upkeep/beautification projects
 - d. Partnering with CCSD to investigate ways to potentially reduce costs and/or streamline operations by purchasing services from the District
 - e. Partnering with CCSD to negotiate a *reasonable* fee for purchased Special Education services

D. Evidence of Support

The purpose of Colorado Skies Academy is to provide 6th – 8th grade students with a high-quality school of choice that will:

1. Authentically engage and effectively instruct learners who have struggled to succeed in traditional schools or are seeking increased exposure to aeronautics concepts and experiences;
2. Provide space for a community of diverse learners who may struggle to forge close peer connections in traditional schools;
3. Offer a high-level STEAM integrated curriculum that provides authentic exposure to aircraft maintenance, piloting, satellite engineering/navigation, space-based experimentation, cybersecurity, and other aerospace fields;
4. Through engagement and mentorship, provide students with knowledge and skills to bring them into the STEAM career pipeline earlier;

5. Potentially contribute to diversifying the aerospace workforce and increasing the number of prepared applicants from within the state of Colorado by
 - a. Recruiting and engaging students from ethnically and financially diverse backgrounds as well as students who identify as female, and
 - b. Recruiting, engaging, and “networking” students in Colorado and fundamentally preparing them for careers in aerospace

Enrollment Trends

Enrollment has been trending downward for schools across the Denver Metro area, and Colorado Skies Academy has not been spared. After a very strong Year 1 and 2 enrollment (118 and 236 respectively), that number decreased to 214 in Year 3 and 176 in Year 4. While there isn’t solid internal data about what led to the decrease between Year 2 and Year 3, CSA’s administrators and registrar do have some insights about what happened between Year 3 and Year 4 (outlined below). Based on our ability to identify and respond to parent concerns leading to this enrollment decrease, we are confident that CSA will not experience this type of enrollment drop again and fully expect to grow consistently over the next few years to meet our ultimate goal of 320 students.

Overview of Enrollment Decreases from 2021-22 to 2022-23

- Re-enrollment of eligible students was only 74%
 - 58% of returning 8th grade students left over the summer without communicating
 - 29% of returning 7th grade students left over the summer without communicating
 - The families we were able to interview about their decision mentioned the following reasons for leaving:
 - *Lack of formal support for ALPs and twice-exceptional learners* – this has been addressed and CSA is now working with CCSD’s G/T department to provide these services as well as training for our staff as Tier 1 providers.
 - *Frustration with ongoing student behavior challenges* – this has been addressed by implementing explicit, developmentally appropriate staff and student expectations, consistency in accountability, and the implementation of PBIS.
 - *Concerns about high school preparedness* – this is being addressed by adjusting our academic program to renew a focus on literacy and math skills growth throughout middle school as well as a plan to purposefully assign homework and gradually increase the frequency/intensity (with executive functioning instruction and support) to prepare students for the high school of their choosing.
- New students (49, or 23% of Year 3’s total enrollment) were not numerous enough to make up for low re-enrollment

- Specifically, while 49 new students began attending, 57 students who were expected to return did not do so
- If CSA had re-enrolled 85% of the Year 3 student body and added the 49 new students, enrollment would have been 230 students
- 30 students transferred out of CSA before October Count; the families we were able to interview about their decision mentioned the following reasons for leaving:
 - *Difficulty trusting the school when faced with obviously poor front office operations due to a rocky, poorly timed turnover of leadership and front office/support staff* – this is being addressed through training, systems-building and implementation, and personnel management, but it takes time when everyone is new and the budget does not allow for hiring more experienced staff.
 - *Perceived lack of support for ALPs and twice-exceptional learners* – this is a case of impatience and misunderstanding. At the beginning of the school year we were still going through legal channels regarding partnership with CCSD’s G/T department and weren’t able to give families any clarity on a forthcoming process. The majority of these students were 6th graders whose parents transferred them out before the Universal Screening window had even opened, so they never had a chance to see the rollout of our partnership with CCSD to identify, write, and service ALPs.
 - *Frustration with ongoing student behavior challenges* – this has been addressed by implementing explicit, developmentally appropriate staff and student expectations, consistency in accountability, and the implementation of PBIS, but it has been a long process and many families weren’t willing to risk waiting.
 - *Lack of ability grouping* – many new and returning families were expecting to see ability grouped class cohorts based on past operations and information provided during tours and outreach events, but the outgoing Director discontinued this practice without communicating it to parents because of the overwhelmingly negative impact the grouping had on learners with developing skills. This has been addressed by implementing flexible skills grouping in Literacy and Math classes only, which minimizes the negative impact on learners with developing skills while still allowing for more efficient differentiation of these crucial core classes and thus better supporting growth for all students.
 - *Concerns about high school preparedness* – this is being addressed by adjusting our academic program to renew a focus on literacy and math skills growth throughout middle school as well as a plan to purposefully assign homework and gradually increase the frequency/intensity (with executive functioning instruction and support) to prepare students for the high school of their choosing.

In order to drive new enrollments year to year, Colorado Skies Academy will look for new, effective avenues as well as engaging in what has worked in the past:

- Events
- Booths
- Paid advertisements

- Digital marketing through CSA’s website and social media pages
- Tours and information sessions
- “Wingman for a Day” prospective student shadow program
- Summertime family events centered around aerospace activities that are open to the community
- Exploration of Flight and Wings Over the Rockies Boards of Directors and Marketing Departments
- Summer Camps open to prospective students

Fundraising Trends

CSA is one of the only tuition-free public/charter schools that is actually located on the property of a major airport in the United States. The vision of a middle school focused on aviation and aerospace was the collaboration of the leadership of Wings Over the Rockies Air and Space Museum, prominent leaders from around the aerospace industry, and educators from across Colorado and California. These people understand the essential need for high-quality STEAM education to support the economic future and stability of the aviation and aerospace industry in Colorado and across the nation. They also believe it is more impactful to introduce the world of aviation and aerospace to young people at a middle school age. As a result, CSA is beginning to garner national attention.

CSA is committed to addressing the clear and compelling need for:

- More advanced career and technical training in the aerospace industry
- Lack of diversity in the aerospace industry
- Developing skills in local students that will prepare them (if they choose) to enter Colorado’s dynamic aerospace industry, which is second in the nation in terms of labor force – more than half of which is imported from outside the state

CSA’s focus on aerospace, and partnership with noted industry leaders since its inception, has enabled the school to reliably raise meaningful amounts of money from companies and private donors who want to invest in the future of their industry. Additionally, our Project-Based Learning instruction has garnered positive attention from numerous charitable foundations who want to support exciting schools that are educating students differently yet effectively. The ways in which CSA is intentionally designed to be different from other schools, namely the aerospace focus and Project-Based Learning, uniquely position CSA to consistently tap into funding sources. Below is a record of fundraising efforts to date, as well as a list of some notable donors. Based on this track record as well as the overwhelming and continued support from industry leaders, the CSA board of directors and the administrators are confident that we will continue to successfully raise money in the future as we transition from fledgling school started during a pandemic to one that will provide an exciting aerospace experience/learning for our students.

CSA Fundraising Totals by Year

School Year	Amount Raised
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2019-20	\$896,000
2020-21	\$33,000
2021-22	\$600,000

Notable Donors (financial or donation of services)

- Ray Foundation (multiple donations)
- Beacon Fund (multiple donations)
- The Denver Foundation
- Parent and Community
- Wings Over the Rockies Air and Space Museum
- American Institute of Aeronautics and Astronautics
- United Launch Alliance
- University of Denver
- DreamUp to Space
- NASA

E. Education Program

Colorado Skies Academy’s educational design and philosophy encompasses the school’s vision and mission to prepare young people for advanced education and careers in the aviation and aerospace industries by providing a high-quality middle school education aligned with the grades 6 – 8 Colorado Academic Standards that is based in rigorous Project-Based Learning experiences. CSA continues to focus on providing all learners with the opportunity to explore, develop, and achieve their dreams in aviation aerospace science while preparing for a wide array of possible continued academic pathways through high school and beyond.

CSA’s Education Program includes the following:

1. Project-based Learning that is Authentic, Relevant, and Rigorous
2. Entrepreneurial Development
3. Arts Education through a Makerspace and Exploratorium
4. Technology
5. Social-Emotional Learning
6. Advisory Program
7. Internship and Community Mentorship

Scope & Sequence

CSA's adopted Scope & Sequence for middle school courses has not meaningfully changed since the original charter was approved. Under the supervision of the School Director, CSA faculty will engage in a robust analysis and alignment of the scope and sequence to Colorado Academic Standards. Additionally, CSA faculty will work with the Director of Aerospace, Data, and Outreach as well as industry professionals to ensure the robust and consistent inclusion of and focus on appropriately rigorous aerospace/aviation concepts throughout the curriculum and projects.

There are a few changes CSA has made to specific academic courses; these are outlined below.

English/Language Arts

6th – 8th grade English classes will be flexibly grouped according to demonstrated skill levels as assessed by universal screener(s), classroom performance, and standardized testing (as available). Curriculum in these classes will focus primarily on skill building in the areas of reading and writing, but will provide time to support the written pieces of cross-curricular projects. In extreme cases of skills gaps or acceleration, CSA will explore scheduling students in courses designed for a different grade level. These changes are designed to drive student achievement and growth for all learners.

Math

6th – 8th grade Math classes will be flexibly grouped according to demonstrated skill levels as assessed by universal screener(s), classroom performance, and standardized testing (as available). Curriculum in these classes will focus primarily on skill building in the areas of number sense, fact fluency, and developing algebraic thinking, but will provide time to support the mathematical pieces of cross-curricular projects. In extreme cases of skills gaps or acceleration, CSA will explore scheduling students in courses designed for a different grade level. These changes are designed to drive student achievement and growth for all learners.

Monitoring Project-Based Learning Implementation

Colorado Skies Academy will continue to make available routine, periodic Professional Development designed to grow facilitator's skills in designing, implementing, and managing PBL in their classrooms. Additionally, CSA's administrators will provide instructional coaching and ongoing collaborative support for facilitators at all stages of comfort with PBL. Progress will be monitored through formal and informal observations as well as periodic survey feedback from facilitators and learners.

School Calendar and Daily Schedule

Colorado Skies Academy will develop our school calendar annually in accordance with CRS 22-33-104, Colorado's Compulsory Attendance Law. The school calendar meets or exceeds requirements for days and hours of attendance for each age group. Project-Based Learning requires more time in the classroom as well as increased Professional Development (PD) for staff, so the typical school day includes more minutes of instructional time than what is typical at

neighborhood schools, and one day a week will be an early student release day to allow for staff training without placing an undue burden on their personal time.

In addition to the 3 hours of PD each week, CSA plans to schedule between 15 and 20 days of PD/non-contact time throughout the academic year. The majority of these days will be scheduled for the weeks leading up to the students' first day of school in order to meet training goals and to establish expectations for collaboration and competency in the staff.

- PD/non-contact days before school starts will be spent in building teams, setting behavior expectations for academics and classroom management, providing training on necessary software/systems for new staff, establishing the school culture, and setting policies and procedures.
- PD/non-contact days after school ends for the year will be spent finalizing student grades, preparing classrooms for summer and the next year, as well as individual and group reflections on the current year's performance and identifying training needs and goals for the following year.
- PD/non-contact days during the school year will provide opportunities to refine curriculum expertise, conduct data analysis and plan for school improvement. Teacher input will be a vital part of this process as the Director identifies areas that need support.

The school has developed a daily schedule that incorporates appropriate learning time for core subjects, specials, and Advisory, as well as planned movement/snack breaks and time to devote to growing literacy and/or math skills. The Director and school faculty will continuously refine this schedule to meet the needs of various grade levels and future school growth.

The yearly School Calendar in PowerSchool will also accurately reflect the current Academic Calendar and Master Schedule, and will be updated consistently to account for unplanned closures/delays due to weather or other emergencies or safety situations. In the event that CSA ceases use of PowerSchool, the Academic Calendar will be submitted to CCSD annually in accordance with CCSD policy, and the Master Schedule will be available upon request.

School Dress Code

Colorado Skies Academy's student Dress Code supports equitable educational access and does not reinforce stereotypes. To ensure effective and equitable enforcement of the Dress Code, CSA staff shall enforce the Dress Code consistently, so that it does not reinforce or increase marginalization or oppression of any group based on race, gender, ethnicity, religion, sexual orientation, household income, gender identity, or cultural observance.

Learners will also participate in Physical Education Courses and will need clothing that is appropriate for movement. Clothing is expected to be modest, unbiased, and refrain from offense. Clothes must be worn in a way that breasts, stomach, and buttocks are covered with opaque material. Learners will also participate in daily Physical Education Courses and will need clothing that is appropriate for movement.

Learners **MUST** wear:

- Shirt (with fabric in the front, back, and on the sides under the arms)
- Pants or the equivalent (e.g. a skirt, shorts, leggings, sweatpants, a dress)
- Shoes

Learners **MAY** wear (as long as breasts, stomach, and buttocks are not exposed and the clothes do not express bias or offensive themes):

- Hats, including religious headwear Hoodie sweatshirts (hoods must be worn in a manner that does not cover the face)
- Ripped jeans (as long as underwear and/or buttocks are not exposed)
- Tank tops, including those with spaghetti straps
- Shirts that have off the shoulder sleeves
- Athletic attire
- Costumes that are pre-approved

Learners **MAY NOT** wear:

- Clothing illustrating references to drugs, alcohol, weapons, or gangs
- Clothing demonstrating racial/ethnic/sexual intimidation, including but not limited to:
 - Clothing with violent language or images, hate speech, profanity, or pornography
 - Clothing that is sheer and shows visible undergarments
 - Swimsuits (except as required in class or athletic practice)
 - Accessories that could be considered dangerous or could be used as a weapon
 - Sunglasses (while in the school building)
 - Any item that obscures or hides the face (except as a religious observance or for health reasons)

The CSA Dress Code guidelines shall apply to regular school days as well as any school related events and activities. Any learner who violates the Dress Code will be asked to see the Director and will be required to change into appropriate clothing (school shirts can be provided) or make arrangements to have clothing brought to school immediately. Repeated failure to comply with the Dress Code may result in disciplinary consequences.

F. Plan for Evaluating Pupils

Colorado Skies Academy understands that parents, teachers and district administrators want a 360-degree perspective on individual student learning in academic subjects, individual student

achievement and growth compared to their peers, and on the tangible and intangible skills that signal college and career readiness and Social-Emotional development. The collected data will be communicated to families but also used to drive instruction.

Student Assessment Plan

Assessing Colorado Skies Academy’s educational effectiveness is essential to ongoing growth for individual students as well as in regards to continuing to develop our model to be responsive the needs of the learners in our building each year. In order to employ a holistic approach, multiple school level assessments, both formative and summative, will be utilized to measure specific learning outcomes as well as overall achievement and growth.

Assessing Learning in Academic Subject Classes

CSA teachers (known as “facilitators” in Project-Based Learning schools) will evaluate and track student learning in their classes using a variety of formative and summative assessments. Students will receive consistent written, spoken, and numeric feedback on their performance on these assessments; numeric feedback will be tracked, tallied, and communicated to students and parents through PowerSchool gradebooks or a similar software system.

In addition to demonstrating learning via classwork, quizzes, and tests, students will develop and deepen their understanding through the completion of standalone and cross-curricular projects that are authentic and require the synthesis and application of many different skills/concepts as well as interpersonal communication and teamwork skills. Facilitators will assess the learning gained throughout project completion using a collection of robust rubrics that measure academic quality, critical thinking, social-emotional/communication, and teamwork skills. Learners will participate in Presentations of Learning following project completion, where they will demonstrate and present their project outcomes and processes for their facilitators, peers, and families.

Facilitators will use classroom assessment outcomes to monitor individual student achievement and growth, determine the need for and response to Tier 1 and 2 MTSS interventions, drive instruction, and to reflect on and evaluate their own instructional skills.

Assessing Achievement and Growth Compared to Peers

Colorado Skies Academy will participate in the statewide assessment program and comply with all applicable requirements under the Colorado Assessment System. The school will also participate in all federal and state required assessment programs as directed by CCSD, following all required policies and procedures with regard to the administration of tests and standardized practices. CSA will administer whichever assessments are chosen to be utilized within the State’s accountability system. At this time, it is expected that the Colorado State Assessment will be provided by the CMAS for ELA and Mathematics for grades 6-8. CMAS/CoAlt for Social Studies will be given in 7th grade and Science in 8th grade. These assessments will be utilized to measure progress toward CSA’s Academic Goals.

In addition to the data collected from the statewide assessment program, CSA will monitor academic growth of individual students, cohorts of students, and the progress of the school as a whole using a commercially available standardized instrument (universal screener) to regularly monitor students. CSA has selected Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) for grades 6 – 8 as it is aligned with the Colorado Academic Standards, has demonstrated validity and reliability, and tracks student growth over time. The Director and faculty will review assessment options as needed to ensure the assessment instruments best fit the needs of the student population.

The selected universal screener will be conducted at least 3 times each year with all CSA learners. The data collected will be used to track individual, cohort, class, and school-wide achievement and growth, to inform learner-selected goals on each Individual Learning Plan, and to flexibly group students in Math and English courses and enrichment according to demonstrated skills in those subjects.

Assessing College/Career Readiness and Social-Emotional Development

- College & Career Readiness will be measured by
 - Graduation rates (to begin with or before the class of 2027)
 - State standardized test(s)
 - Universal screener(s)
 - Survey(s)
- Critical Thinking
 - Academic rigor rubrics
 - Performance tasks
 - Universal screener(s)
- Self-Control
 - SEL rubrics
 - Quarterly grades and other facilitator feedback
- Intellectual Curiosity
 - Academic rigor rubrics
 - Quarterly grades and other facilitator feedback
- Academic Engagement
 - Individual Learning Plans (ILPs)
 - State standardized test(s)
 - Universal screener(s)
 - Academic rigor rubrics
 - Quarterly grades and other facilitator feedback

- Purpose
 - Academic rigor and SEL rubrics
 - Surveys
 - Individual Learning Plans
- Growth Mindset, Social Intelligence, Grit, Gratitude, Zest, and Optimism
 - SEL rubrics
 - Survey(s)
 - Quarterly grades and other facilitator feedback

Data-Driven Instruction

All Data will be disaggregated and used by teachers to inform and drive instruction on student knowledge and skills relative to the as follows:

1. *Screening*: Screening assessments (NWEA, Moby Max, etc.) will be used to identify students who need additional instruction. Students will be screened by teachers in the beginning of the school year. The school will utilize data from statewide assessments to inform instruction as well. Data reports on these and all state-mandated assessments will be disaggregated by student, by standard, by teacher, and by school to inform decisions about adjustments to the educational program. These reports will be made available to all teachers (and individual students as applicable) to identify areas needing improvement while informing instruction to enhance curriculum delivery and teacher effectiveness.
2. *Data Collection and Analysis*: The Data Team will ideally be comprised of school administrator(s) and facilitators from each grade level. The Data Team will compile progress-monitoring data on a quarterly basis (or when available) and will disaggregate the results by cohorts and school in order to monitor growth. The Data team will meet monthly to:
 - a. Evaluate data and correlate it to instructional decisions.
 - b. Review progress-monitoring data at the grade level and classroom level to identify students and their academic levels.
 - c. Identify professional development opportunities to enhance students' achievement levels.
 - d. Collaborate, problem solve, share effective practices, evaluate implementation, make decisions, and practice new programs and skills
 - e. Facilitate the process of building consensus, increasing infrastructure, and making decisions about implementation.
3. *Reflection on Student Progress*: Based on the analysis of classroom assessment data as well as from screeners, student assessment data will drive decisions for continuous improvement of the teaching and learning process. Teachers will modify their instruction/pacing, monitor student progress, and select appropriate classroom activities to work on student deficiencies and to guide differentiated instruction.

4. *Grade Level MTSS Meetings:* Grade-level facilitators will periodically meet with the Director to discuss areas of students' strengths and weaknesses as demonstrated by class work assignments and assessment results. During these meetings, teams will identify struggling learners who are not experiencing desired levels of growth through Tier 1 supports and work collaboratively to identify appropriate Tier 2 interventions and Progress Monitoring.
5. *Differentiated Support and Targeted Interventions:* Each facilitator will be trained and expected to use all data available to determine the instructional focus lessons and differentiate instruction accordingly for struggling learners, those at or above mastery level, and everyone in between. All students will receive differentiated, targeted instruction with Tier 1 supports. Students who are identified as requiring a higher level of support as they are not receiving enough benefit from Tier 1 supports will receive a minimum of 6 weeks of interventions, which will be discussed in the Grade Level MTSS Meeting(s) and developed with the grade level team. Once a minimum of 6 Progress Monitoring data points are collected on the student, the grade level team will use a combination of universal screener scores and collected progress data to determine if the student should be exited from Tier 2, if Tier 2 supports should continue, or if the student should be moved into Tier 3 with the support and collaboration of Special Education personnel.

Progress Monitoring Schedule – Universal Screening

Colorado Skies Academy will administer the Colorado state assessment (CMAS) once per year to all students during the published testing window. CSA will also administer a comprehensive universal screener to all students at least three times per year: in the Fall within 3 weeks of the first day of school, in the Winter around the start of Quarter 3, and in the Spring after the state assessment is proctored.

Grading Philosophy and Report Cards

Colorado Skies Academy assesses learner progress in all subject areas in grades 6-8 using traditional letter grades. Report cards will be available through PowerSchool (or similar software) the week following the end of each quarter.

All graded work is assigned a grade according to the following scale:

- A = 90 - 100%
- B = 80 - 89%
- C = 70 - 79%
- D = 60 - 69%
- F = 59% and below
- +/- grades are 2% above or below the letter grade

In order to mitigate the overly negative impact of scores lower than 50%, facilitators will adjust gradebooks before finalizing quarterly grades according to the following guidelines. The codes mentioned are found in PowerSchool; if for any reason CSA ceases use of this software similar changes will be made in the replacement software.

- Assignments not handed in will be adjusted using the code “NHI 50” (not handed in, 50% credit)
- Assignments handed in blank will be adjusted using the code “NE 50” (no evidence, 50% credit)
- Completed, submitted assignments earning less than 50% of the available points will be adjusted using the code “NU 55” (no understanding, 55% credit)

Quizzes and tests are graded according to the number of answers correct out of the total number of questions. Other assignments, projects, and graded activities are given a numerical score which corresponds to a description and percentage.

Rubric Score Detail

Numerical Score	Descriptor	Percentage Score	Notes
5	Exceptional	100%	Only possible if learner demonstrates effort and performance above grade level expectations
4	Above Expectations	93%	Learner completed the work in line with the high end of grade level expectations
3	Proficient		Learner completed the work according to grade level expectations
2	Approaching Proficient	72%	Learner completed the work in line with the low end of grade level expectations
1	Not Yet	60%	Learner completed the work below grade level expectations
0	Missing	0%	No judgment can be made

Grade appeals must be requested within two weeks after issuance of reports of progress. The learner or parent/guardian, wishing to appeal a final grade in a course, must submit a written grade appeal request to the course facilitator. The learner will be required to resubmit any past completed assignments where reevaluation is requested. The course facilitator will respond to the learner’s questions in writing. If the learner/guardian is not satisfied, they may request an evaluation of the identified course grades by the School Director.

In accordance with CCSD’s middle school retention policy, learners will not be retained due to low/failing grades. Learners who demonstrate significantly accelerated or developing skills may be placed in Math and/or English classes with another grade level if in-class differentiation is not sufficient to meet the need.

G. Budget and Finance

The Colorado Skies Academy Board of Directors will oversee and ultimately be responsible for all aspects of the fiscal management of the school. The Board will contract with a Certified Public Accountant (CPA) or financial consulting firm to work together as a team to develop financial policies and practices that will help secure CSA's financial future. The School Director will be responsible for overseeing the budget. The School Director will collaborate with the CPA/consulting firm to develop and monitor the budget.

CSA will have a system of checks and balances for financial management of school funds. CSA will continually strive to comply with generally accepted accounting principles (GAAP) and Colorado law, including Colorado's Financial Transparency Act. CSA will follow Board policy to develop and approve the annual budget and any amendments. CSA will submit its budget and related reports in accordance with district policy and state law.

Annual Audit

In collaboration with the CPA/consulting firm, CSA will retain an independent audit firm familiar with federal, state and local accounting practices to perform the school's annual audit. CSA will work with the chosen auditing firm to provide them all pertinent financial information requested to perform a successful audit.

Audits will be conducted on a yearly basis in accordance with the requirements of the Financial Accountability System Resource Guide (FASRG) as well as other required state reporting requirements such as the Colorado Financial Transparency Act. Guidelines for financial accounting and reporting to be followed are derived from generally accepted accounting principles (GAAP). The Financial Accounting Standards Board (FASB) defines GAAP in statements of financial accounting standards and other pronouncements. Some of the FASB statements that apply specifically to charter schools are identified below. Other FASB statements, as applicable, may also apply to the school's financial accounting and reporting structure.

The following are some of the applicable standards and is not all-inclusive: Statement of Financial Accounting Standards No. 93, Recognition of Depreciation by Not-for-Profit Organizations; Statement of Financial Accounting Standards No. 116, Accounting for Contributions Received and Contributions Made; Statement of Financial Accounting Standards No. 117, Financial Statements of Not-for-Profit Organizations; Statement of Financial Accounting Standards No. 124, Accounting for Certain Investments Held by Not-for-Profit Organizations; and Statement of Financial Accounting Standards No. 136, Transfers of Assets to a Not-for-Profit Organization or Charitable Trust That Raises or Holds Contributions for Others. In the absence of other specific guidance, the school will follow generally accepted accounting principles. The governing board will ensure completion of the annual audit of the financial and programmatic operations of the school. In preparing budgets for grant applications, particular attention will be paid to proper coding to ensure that all expenses are allowable. There will be strict adherence to the designated use of restricted and temporarily restricted funds. There will be

timely draw down of funds, report generation and filing. All parties will be held accountable for the results of the external audit. Exceptions noted by external auditor will be reported to the governing board and will be considered during the annual review of performance of the principal and contractors.

The primary aim of this collaborative work will be to ensure that generally accepted accounting principles and standards are adhered to. The governing board will use the information received from the annual audit to assess the performance of the school, the School Director, and all other parties involved in providing services to the school. They will also use such information to ensure that such reporting is in compliance with generally accepted accounting principles and generally accepted standards of fiscal management. The audit will be presented no later than five months after the school's fiscal year-end.

Contracted Services

Colorado Skies Academy was founded with the support of iLEAD (now Maker Learning Network) as their main Contracted Services provider. In order to ensure taxpayer dollars are being well-spent, the CSA Board of Directors will perform cost/benefit analyses of these provided services periodically and will pursue alternate service providers if deemed necessary/beneficial.

CSA will enter into contracts for (at minimum) the following services, whether with Maker Learning Network or other service provider(s):

1. *Payroll*: CSA will contract with a payroll company to process employee payroll.
2. *Legal Services*: CSA will contract with a local attorney to provide legal support to the school. CSA will use their attorney to review major contracts and provide guidance on legal issues.
3. *Certified Public Accounting or Financial Consulting Firm*: CSA will contract with a local firm to conduct their monthly financial transactions and reporting as well as ongoing budget development, monitoring, and support.
4. *Accounting Firm*: In collaboration with the CPA/Consulting firm, CSA will contract with a local accounting firm to conduct their annual audit.
5. *IT Company*: CSA will contract with an IT company for their technology needs. This service will include but may not be limited to firewall set-up/maintenance, server set-up/maintenance, computer installations, computer imaging, configuration of wireless system and continual IT support.
6. *Janitorial Company*: CSA may contract with a local janitorial company. CSA will have their facility cleaned nightly 5 times a week.
7. *Facility Maintenance*: CSA may enter into contracts for AC Repair, Pest Control, Lawn Care, among other facility maintenance contracts based upon the needs of the school.

CSA will receive bids from multiple contractors before making a decision as a Board.

H. Governance

Colorado Skies Academy's governing board is composed of community leaders passionate about providing innovative educational opportunities. They serve with the vision and ability to create and maintain successful schools. For a list of current board members, please visit the Colorado Skies Academy website. The board is part of a public benefit corporation with IRS 501c3 tax-exempt status. The school is subject to the bylaws of the corporation.

Decisions made by the board will be on a majority basis. The board will oversee Colorado Skies Academy's policies and general operations and will receive regular reports on the school's academic, financial, and operational progress.

Governing board meetings are open to the public and held monthly on the campus of Colorado Skies Academy or online. For a current schedule, please see the Colorado SKIES Academy website.

For full documentation CSA Board Bylaws, see the Colorado Skies Academy website or Attachment A to this application.

I. Employees

Organizational Structure

The School Director of Colorado Skies Academy reports directly to the Board of Directors. Key administrative positions include a second Director (currently titled *Director of Aerospace, Outreach, and Data*) who will act as Principal/Dean of Culture and will either report to the School Director or Board of Directors depending on their experience and skillset. As enrollment changes, the Board reserves the right adjust the number and title of administrative positions in accordance with the needs of the school at that time. All teachers and hourly staff report to the School Director and/or second Director depending on the number of teachers and experience/skillset of each Director. For more detail, the Organizational Structure Chart is available upon request, as are job descriptions for administrators, teachers, and key employees.

Professional Development Plan

Colorado Skies Academy acknowledges the importance of ongoing professional development for all staff members, as well as the need for all staff members to be dedicated to lifelong learning and independent skill development. To support this ongoing development the school will provide weekly embedded PD time, professional learning community collaboration, instructional coaching, and the support of the School Director.

Ongoing Professional Development Schedule

Project-Based Learning

- New Teacher Orientation (new teachers only)

- Minimum of 15 hours of PBL learning throughout the year, focusing on demonstrated areas of need (all staff)
- Training and support in developing curriculum plans and domain-based units (all staff)

Differentiation for Diverse Learners, including Universal Tier 1 Interventions

- Annual Beginning of Year PD (all staff)
- Develop District-level training plan in conjunction with CCSD personnel that includes but is not limited to the topics listed below (all staff)
 - IEP process, including understanding IDEA expectations of general education staff
 - Classroom structures and routines
 - De-escalation cycles from the Crisis Prevention Institute (CPI)
 - Disciplining students on IEPs
- Ongoing training and support through group instruction in response to demonstrated needs as well as individual coaching with peer/instructional coaches and/or the School Director (all staff)

Love and Logic and Restorative Practices

- New Teacher Orientation (new teachers only)
- Annual Beginning of Year PD (all staff)
- Ongoing training and support through group instruction in response to demonstrated needs as well as individual coaching with peer/instructional coaches and/or the School Director (all staff)

Special Populations

- Special Education law, policy, and procedures (all staff)
- Identifying and supporting at-risk students (all staff)
- Differentiation for students with special needs and accelerated learners (all staff)
- Training and support for English Language Support (all staff)

Response to Current Challenges as Identified

- Training topics will be identified by the School Director in collaboration with facilitators and CCSD personnel in order to ensure the school is responsive to changing needs of the student population as well as staff.
- As of 2022-23, currently identified topics include best practices for working with learners with ADHD, ASD, Giftedness, Twice Exceptionalism, and populations that skew male as well as Positive Behavior Interventions and Supports (all staff)

Recruiting, Mentoring, and Evaluation of Faculty

Colorado Skies Academy understands the importance of ensuring a high quality, committed, and consistent staff of teachers and leaders. The school develops and reviews specific personnel policies to support its goals and to ensure fairness and compliance with state and federal law.

Selection of School Staff

The School Director's specific personnel service goals are as follows:

1. Recruit, select, employ, train, and retain the best-qualified personnel available. This staff will be committed to the Project-Based Learning model, meeting the needs of diverse learners, and share the vision of the school as described in the charter.
2. Provide equal employment opportunities for all candidates for positions in accordance with the Board's Non-Discrimination Policy.
3. Develop high quality human relationships conducive to high levels of staff performance and satisfaction.
4. Utilize interview committees to inform hiring decisions. Interview committees may consist of members of the Hiring committee, Board members, Principal, other staff members, and others appointed by the administrator(s).
5. Develop and manage staff compensation, leave, and benefit programs in ways that attract and retain qualified employees.
6. Manage the development and updating of job descriptions by appropriate administrator(s).
7. Oversee an employee evaluation program that contributes to the improvement of staff performance and professional development.
8. Effectively administer contracts and personnel policies with the aim of safeguarding good relations between the Board and the staff.

Colorado Skies Academy supports the development of high-quality facilitators with strategic recruitment, frequent feedback through observations and evaluations, and supportive mentoring.

Recruiting

Colorado Skies Academy is committed to implementation of Project-Based Learning across the curriculum in accordance with Colorado Academic Standards. To achieve this goal, the school must attract and retain highly qualified teachers who are fully committed to the ideas behind this curriculum and willing to do the work necessary to create successful Project-Based Learning classrooms. CSA implements a recruiting plan that identifies and secures the most effective teachers possible, and then provides them the professional development and compensation plans that will ensure the highest percentage retention possible.

Mentoring

Teachers at successful PBL schools work together to collaborate on curriculum plans, lessons, activities, cross-curricular projects, and special events to enrich and enhance the students' learning experiences. New teachers will be partnered with experienced teachers on grade levels where possible, and mentoring will be an important part of their training and development. Experienced teachers will be invited to become mentors, and will receive training and support so that the school can provide an exemplary experience for new teachers. Mentor teams will meet frequently, one-on-one or in groups, to discuss areas of interest and to cover basic issues common to all new teachers. The School Director will oversee the mentoring program and is responsible for assigning mentor teams, providing resources, and developing new mentors.

Evaluations

The School Director shall be evaluated by the Board of Directors. This evaluation may take place twice a year (mid-year and end-of-year) but at least once each year. The evaluation process will give the administrator an opportunity to set personal and professional goals in alignment with the charter prior to the beginning of the school year. The formal evaluation will consist of documentation giving evidence of the School Director's progress toward meeting school and professional goals and setting new goals. The evaluation process should also provide opportunities to recognize exemplary performance or correct concerning behavior.

In line with best practices, the School Director should administer reviews/evaluations of teachers and staff members annually. The School Director should help each staff member to develop a professional development plan and set goals that support the school's mission and goals. The School Director is expected to facilitate best practices in teacher development, such as incorporating Colorado Teaching Standards into the review process, establishing procedures and expectations for peer and coaching observations, and developing mentoring teams. The School Director will also observe the staff in day-to-day activities to determine strengths and areas of deficiency, and if necessary, the appropriate remediation. The School Director's goal is to provide regular performance feedback to staff members including but not limited to, constructive remediation, problem-solving support, and recognition for exemplary performance, formal and informal evaluations.

All employees will be observed on an ongoing basis by the Principal and Vice Principal, using both formal and informal observations. Formal observations may include a pre-observation conference as well as a post-observation feedback session. All teachers will have at least two formal observations per year.

Formal Evaluations

For all employees, there shall be two formal reviews (one in each semester of the school year). The formal evaluation will review the employee's self-assessment, job description, areas of responsibility, areas of improvement, progress toward goals, and plan for improvement. The formal evaluation shall include a plan for completing the requirements for the Professional Teacher License (if appropriate) and documenting any concerns. At that time, the School Director may inform the employee and report to the Board of Directors whether the school intends to continue employment for the subsequent school year. Results of the formal evaluation

will be put in writing, signed by employee and School Director, and copies placed in the employee’s professional portfolio and personnel file.

Response to Observations and Evaluation Findings

All employees shall have the right to make written objections to the observations or review finding within one week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee’s personnel file.

Employee Benefits

Teacher retention will be a focus and responsibility of both the board and the school administrator(s). A competitive benefits program will be offered to teachers and staff to ensure their retention and employment satisfaction.

Employee Policies

The CSA Employee Handbook abides by Colorado State and Federal laws. The CSA Employee Policies Handbook includes, but is not limited to, the following topics: benefits (medical insurance, paid time off, retirement, educational assistance, etc.), dress code, rules of conduct, harassment (sexual and non-sexual), child abuse and neglect, retaliation, Family Medical Leave Act, policies (drug and alcohol use, electronics use, school relationships, computer and internet use, social media use, etc.), criminal activity, emergency procedures, mission, vision, goals, teacher evaluations, schedules, and standards of professionalism. The current CSA Employee Policies Handbook can be found as Attachment D to this application.

J. Insurance Coverage

Colorado Skies Academy will acquire the following types of insurance: liability, workers’ compensation, errors and omissions, property, directors and operators, and catastrophic accident insurance.

To the extent not covered by insurance or otherwise barred by the Colorado Governmental Immunity Act, Colorado Skies Academy agrees to indemnify and hold its authorizer and its agents and employees harmless from all liability, 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, school operations. The foregoing provision shall not be deemed a relinquishment of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

Emergency Management

CSA will engage the Colorado Department of Education, the Cherry Creek School District, applicable law enforcement agencies, Centennial Airport Safety Personnel, and the Colorado School Safety Resource Center to maintain an Emergency Management Plan and Safety and

Security Plan. CSA's current Emergency Operations Plan can be found in Attachment E to this application.

Safety and Security

CSA takes the safety and security of its students and staff extremely seriously. From a physical security perspective, a security plan will be incorporated in the facility design or renovation to include securing access to CSA. This plan will include in-depth security and solutions controlling and limiting access to school property. CSA reviews and updates the Emergency Management Plan and Safety and Security Plan annually to ensure compliance and best practices.

The plan will create a crisis team, appoint a designated crisis response spokesperson, and establish a claims management follow-up process. CSA will prepare their school staff by attending Colorado Safe Schools Regional Training or a similar course to create a proactive safe school environment.

CSA holds a strict no bullying policy and will align to the Colorado Safe Schools Act (C.R.S. 22-32-109.1) which states discipline policies will be implemented on any pupil that "creates any written or verbal expression, or physical, or electronic act or gesture or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental or emotional harm to any student."

Safety and Security Drills

Colorado Skies Academy will implement the following schedule for safety and security drills in accordance with district policy and applicable state law.

- Fire Drill (once a month)
- Secure Perimeter (twice a year)
- Tornado (once a year)
- Lock Down (twice a year)
- Shelter in Place (twice a year)
- Evacuation (once a year)

K. Parent and Community Involvement

CSA is committed to marketing via multiple modes to ensure that all families are informed of their educational options. The school's marketing campaign includes: school website, social media such as Facebook, advertisements in varying media, and building relationships with community groups. The goal is to reach parents by using various means of information delivery. Promotional flyers and/or postcards will be distributed directly to community groups to ensure that families are aware of the school and their eligibility to apply for enrollment.

Parent Involvement

Parental involvement is necessary for Colorado Skies Academy to meet its Mission and Vision and provide a truly excellent educational option for Denver Metro area families. To this end, CSA will strongly encourage parents to volunteer for a total of 30 hours per school year and will

develop opportunities in order that parents will be directly engaged in tutoring, coaching, preparing resource materials, and providing other invaluable assistance.

CSA will utilize multiple forms of communication to engage the school community in volunteer opportunities and school events. This plan will include regularly scheduled communications through email, website updates, social media messages, and letters home with students.

Parent and Family Events

The school will also use workshops, parent meetings, open houses and other events to enable parental opportunities throughout the school year. These events, activities and opportunities include:

- *Learner-Led Conferences*: Hosted during the days and in the evenings at the school where parents can discuss topics that affect their children’s educational progress as well as participate in goal-setting and measuring progress toward ILP goals.
- *Open houses and School Tours*: Events held regularly to recruit new students, maintain communication and involvement between CSA and the surrounding community.
- *PAC*: Parent Action Committee coordinates extra-curricular events involving the community. Through the PAC and other such committees, parent and community members will also be able to participate in the school’s decision-making process.
- *SAC*: The School Accountability Committee includes parents of currently enrolled students and meets regularly to review the current state of the school’s performance and makes recommendations to CSA Administrators concerning the use of school funds, the Unified Improvement Plan, engagement, and other important issues.
- *Parent University*: The school will develop and provide parent workshops on education-related topics, such as charter school finance and management, decision-making regarding school performance and student assessment needs as well as parental training on curriculum and resources.
- *Volunteering for School Events*: Chaperoning Field Trips, assisting with class projects, helping in the library or office, speaking during career week, world day, family day, lunch and recess monitoring, holiday events, etc.
- *Summer Family Nights*: The school will develop and host events throughout the summer that provide for community building, exploration of STEM and aerospace learning, and family bonding. These events will also serve as community outreach and enrollment drives and keep currently enrolled families connected to the school through the summer months.
- *CSA Board Meetings*: The public, specifically parents, are notified of Board meetings and may be active participants at CSA Board meetings by providing public comment and bringing relevant matters to the Board’s attention.

Parent satisfaction is critical to the success of the school. This will be measured via annual survey with the results published and used internally to inform decisions concerning the following academic year, including measuring progress toward goals and updating the Unified Improvement Plan.

Parents will be encouraged to discuss classroom/curricular concerns first with the appropriate teacher/facilitator/staff member, and if a mutually beneficial resolution cannot be reached these complaints should be escalated to the School Director. Concerns about school operation, volunteer opportunities, fundraising, and other “big picture” issues may come to the School Director to discuss any concerns.

CSA will utilize PowerSchool (or a similar program in the event of a change) to provide direct access for parents to log in and monitor any missing assignments and current grade updates. CSA teachers and staff who see students struggling academically will notify parents proactively to discuss a student’s progress via phone call, in person meeting, etc.

Community Involvement

Community involvement is a fundamental aspect of the Mission and Vision of Colorado Skies Academy. CSA recognizes the importance of Community Partnerships for the purposes of fundraising, field trips, educational programming partners, and more. CSA has networked with the following organizations:

- Wings Over the Rockies (Partnership, facility/simulator use)
- United Launch Alliance (facilitator/curricular support)
- United Airlines (guest speakers)
- NASA (guest speakers, facilitator/curricular support)
- DreamUp to Space (space-related experiences)
- University of Denver (access to advanced laboratories and scientists)
- Area Performing Arts Facilities (Field Trip)
- DonorsChoose (Fundraising)
- Chick Fil-a (Fundraising)
- MOD Pizza (Fundraising)
- Panera Bread (Fundraising)
- Chipotle (Fundraising)
- King Soopers/Kroger (Fundraising)
- Panda Express (Fundraising)
- Amazon Smile (Fundraising)

CSA will continue to network and engage community businesses and organizations for the purposes of fundraising, field trips, educational programming partners, guest speakers and more.

L. Enrollment Policy

Colorado Skies Academy seeks to provide Denver Metro area families with an engaging, effective, non-traditional school choice option, in part because there is a large number of excellent and successful neighborhood schools, especially in Cherry Creek School District and neighboring Douglas County School District. CSA plans to educate a maximum of 320 students in grades 6 – 8 per year, which is statistically negligible when compared to the number of students in either of the two large districts (CCSD and DCSD) where the majority of our students are drawn from. CSA will actively recruit students who are looking for a different kind of educational experience than is offered in neighboring middle schools and thus should not be perceived as being in competition with neighborhood schools but rather a complementary option providing experiences not currently offered widely. CSA will partner with neighborhood schools to facilitate transfers as determined necessary by families, and will work to make such transitions smooth and in accordance with District procedures/guidelines. CSA will also partner with CCSD regarding enrollment timelines and procedures to ensure smooth and transparent operations and enrollment practices.

CSA is committed to the premise that its school population will represent the educational community of the Cherry Creek School District and surrounding areas in terms of gender, ethnicity, and economic status. Recruitment will be focused on maintaining a balanced and diverse learner body. Admitted learners may continue their enrollment from year to year, though out-of-district learners may be unenrolled if attendance or achievement issues persist despite attempted interventions (in line with upcoming changes to CCSD’s School Choice program).

Colorado Skies Academy will follow all state and federal laws prohibiting discrimination. The educational program of Colorado Skies Academy will be nonreligious and nonsectarian. Colorado Skies Academy will not discriminate in its enrollment on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, or need for special education services. No learner will be denied admission because of academic performance. Colorado Skies Academy will comply with all applicable, approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities.

If a grade level is overenrolled, Colorado Skies Academy will use a random selection lottery (conducted in February) and then a waiting list format for enrollment of all learners who do not have priority status. Open Enrollment is open to any learner who resides within the state of Colorado and subject to Colorado Skies Academy’s total enrollment limitations.

Each year, current Colorado Skies Academy learners will submit an Intent to Return for the following school year during the month of December. New learners’ families will submit applications for their learner(s) between the open enrollment dates of January 15th through

January 31st. The open enrollment period will be announced through the communication procedures at Colorado Skies Academy for current learners, as well as advertised in various forms for prospective learners. By February 10th of each year, Colorado Skies Academy will first enroll learners with priority status in each grade level, and then the school will determine the number of open slots in each grade level. New learners' families must complete all CCSD enrollment paperwork, including Parent Forms, before their child is guaranteed a seat. CSA must receive student records for new learners and all CCSD Parent Forms must be fully complete before new learners will be allowed on campus and provided with a class schedule.

Enrollment practices will be carried out by the CSA Registrar in collaboration with and under the supervision of the School Director. The Registrar will follow the procedures used by Cherry Creek School District Schools for the transfer of learner records to and from Colorado Skies Academy. Learners who exit Colorado Skies Academy before the end of the school year are required to complete the Withdrawal Form and take care of any outstanding debts before records will be released by CSA. For learners transferring in or out of CSA, learner records will go through CSA's main office first before being sent to the receiving school or district.

M. Transportation, Health, and Food Service

Transportation

CSA will not provide daily transportation for the students to and from school. The school facilitates a forum where parents/guardians of students interested in creating carpooling groups can communicate. For school field trips and/or athletic events, the school will contract with the district to provide buses, contract with a private company, or require parents to transport their students.

Health Clinic Services

CSA will provide, at minimum, basic health clinic services for students and staff with mild/moderate needs, including but not limited to: writing health care plans for students with potentially life-threatening food allergies, communicating with staff about student health issues, administering rescue medications in case of an emergency, assisting with routine injuries and illnesses, administering prescribed medications during the school day, hearing/vision screening, documenting immunization records and health screening results, training CSA staff, and communicating with parents/guardians and occasionally medical providers to coordinate care at school.

Staffing for the health office will be dictated by annual budgetary considerations, but will include a minimum of a trained health assistant (a.k.a. "health tech" or "health liaison") under the oversight and delegation of a qualified Registered Nurse (RN). The RN may be contracted through a consultation service, hired directly by CSA, or hired for CSA in partnership with CCSD's Health Services department. As budget allows, CSA will prefer to coordinate RN and/or

Health Liaison staffing with CCSD’s Health Services department to best provide excellent health services for our staff and students, ensure compliance with all laws and Department of Public Health guidance, as well as continued training, mentorship, and support of the RN and/or Health Liaison.

Food Services

CSA will allow students to bring their own lunch/snack daily, and as the budget allows will provide food service via contract(s) with outside entities. If the school budget allows, preference will be given to CCSD’s Food and Nutrition Services department to provide daily breakfast and lunch options for our students. CSA will comply with Department of Public Health laws and guidelines and partner with any food service vendors to provide necessary support and autonomy.

N. Services Purchased from the District

Colorado Skies Academy recognizes the need to partner more closely with the District for the benefit of our students, families, and staff. To this end, CSA will purchase needed/desired services from the Cherry Creek School District and re-evaluate these decisions annually. The School Director will provide written intent to purchase or intent to stop receiving specific services to the CCSD Charter Liaison.

O. Waivers

CSA is requesting no new Waivers. For a list of continuing CSA Waivers, please see Attachment F Waivers.

P. Student Discipline, Expulsion, or Suspension

Learners are expected to pursue the educational program and to behave in such a way that their presence does not detract from their own education or the education of others. Learners shall treat teachers, administrators, other school employees and fellow learners with dignity and respect and shall behave in such a manner that their presence does not detract from a productive educational environment. Everyone in the learning community will be equipped with conflict resolution techniques and problem-solving skills to help facilitate successful interactions with others. Learners will be empowered to establish clear behavioral expectations and appropriate consequences within the community.

Learners shall be expected to comply with school, district and classroom rules. These rules: (1) shall not infringe upon constitutionally protected rights, (2) shall be clearly and specifically described, (3) shall be printed in a family handbook or some other publication made

available to learners and parents, and (4) shall have an effective date subsequent to the dissemination of the published handbook.

Discipline

The School Director or the School Director's designee shall communicate discipline information concerning any learner enrolled in the school to any teacher who has direct contact with the learner in the classroom and to any counselor who has direct contact with the learner. Any teacher or counselor who receives information shall maintain the confidentiality of the information and does not have authority to communicate the information to any other person.

Any learner who causes a disruption in the classroom, on school grounds, on school vehicles, or at school activities or events shall meet with the appropriate School official who will develop with other school personnel a remedial discipline plan for the learner. Disorderly learners also shall be dealt with in a manner which allows other learners to learn in an atmosphere which is safe, conducive to the learning process, and free from unnecessary disruptions.

CSA believes in creating a positive school environment through logical and restorative approaches to discipline.

- *Restorative Practices* is an approach based on respect, responsibility, relationship-building and relationship-repairing. It focuses on mediation and agreement rather than punishment. In other words, students can expect the opportunity to repair relationships damaged by poor choices, as relationships are the most important part of a strong, positive school culture.
- *Discipline with Love and Logic*: Positive techniques for maintaining calm and effective classrooms, practical tools and techniques that help adults achieve respectful, healthy relationships with their children. The Love and Logic approach is based on a psychologically sound parenting and teaching philosophy.

Discipline policies and procedures may include acts of reasonable and appropriate physical intervention or force which are not in conflict with the legal definition of child abuse. Any deviation from acceptable school behavior which is serious enough to warrant disciplinary action may result in a learner's suspension and/or expulsion from classes in accordance with the Board of Director's policies. Details about discipline arising from student interactions will be tracked in PowerSchool's Incident Management pages.

Classroom Management

Each teacher is fully responsible for the discipline in his or her classroom. They will collaborate with learners to develop a classroom management system to help learners understand and integrate these guidelines and rules into their daily activities. The classroom guidelines will be discussed explicitly with learners as teachers create a community in their classroom. Staff

and the School Director will discuss the school-wide disciplinary guidelines, which include conflict resolution techniques. Teachers are responsible for making their classroom management system known to all staff, their learners, volunteers and parents of the learners. This is intended to promote partnership and support to carry out the rules and guidelines, ensuring uniformity in understanding, interpretation, and implementation of the system.

Consequences

We recognize that despite explicit training and support in developing the social-emotional skills described above, learners will sometimes behave in ways that deviate from the norms of the school culture and more importantly violate rules that have been established to ensure the safety of all members of the community and to create an environment conducive to learning. As long as misbehaviors do not represent a significant safety concern and/or are not habitual, Restorative Circles and conferences will be utilized to attempt adjustment. The school will employ a continuum of consequences that is aligned to the severity of the misbehavior and allow flexibility for each situation. As the behaviors escalate, so will the consequences.

1. *Warning and reminder:* This may take place in or out of the classroom.
2. *Think time:* This allows learner to cool off and situations to diffuse before it becomes a larger issue. A reflection time may take place in a quiet place in the classroom, outside of a classroom, or in the office.
3. *A respectful, related consequence:* This step allows the flexibility for a learner or adult created consequence. For instance, if a learner wrote on a desk, the consequence may be to clean the desks in the classroom during lunch.
4. *A disciplinary referral to the office:* This consequence reflects the seriousness of the situation. Initially, the learner fills out a form describing what happened, what she or he could have done differently, and what could be changed at the school that could prevent this from happening again. Every form goes home and requires a parent signature. This step includes a phone call to the parents.
5. *In-house suspension:* The learner would come to school and do schoolwork in an isolated situation. (Fighting will result in an in-house or home suspension).
6. *Suspension/parental supervision:* The learner would not be allowed to attend school. This would include extra-curricular activities during the suspended time period.
7. *Expulsion:* The ultimate consequence is to permanently expel a learner from the school community. As the continuum of consequences illustrates, discipline begins with the classroom teacher who, in most cases, can address misbehavior with clear rules and expectations, rapport with learners and their families, and organized and engaging instruction that provides learners with frequent feedback and opportunities for success. Having a teacher assistant in every classroom provides the option of an adult addressing a learner's misbehavior immediately without disrupting instruction for other learners.

The school will always explain to learners the reasons for disciplinary actions and ask for their side of the story. School officials will consider this explanation prior to taking any disciplinary action. For some minor infractions parents may be merely notified and/or a conference requested to assist in resolving the situation, e.g., disruptive behavior. For more serious issues that involve removal of the learner from participation in the school, e.g., fighting or serious property damage, parents will always be notified and have opportunities to discuss and appeal the disciplinary action. In cases where the learner has committed a crime or violation of local, state or federal law, appropriate law enforcement officials will be notified.

Suspension and Expulsion

A learner may be suspended or expelled for any of the enumerated acts listed below if the act is related to school activities or school attendance occurring at the school or at any other school sponsored (related) activity, including: (a) while on school grounds; (b) while going to or coming from school; (c) during the lunch period, whether on or off the school campus; (d) during, going to, or coming from a school-sponsored activity. CSA's School Director will alert CCSD's Charter Liaison to significant or ongoing incidents that may rise to the level of suspension and/or expulsion so the district can help support CSA learners and help ensure compliance with district guidelines and any appropriate laws.

The following behaviors are violations of school culture and grounds for serious consequences, including suspension and expulsion.

1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force or violence upon the person of another, except in self-defense.
3. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director's concurrence.
4. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.
5. Unlawfully offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
6. Committed or attempted to commit robbery or extortion.
7. Caused or attempted to cause damage to school property or private property. 8. Causing or attempting to cause damage to school property or stealing or attempting to steal school property of value.
8. Causing or attempting to cause damage to private property or stealing or attempting to steal private property.
9. Violation of criminal law, which has an immediate effect on the school or on the general safety or welfare of students or staff.

10. Violation of any school policy or building regulations.
11. Directing profanity, vulgar language, or obscene gestures toward other students, school personnel or visitors to the school.
12. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
13. Committed an obscene act or engaged in habitual profanity or vulgarity. 15. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
14. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
15. Knowingly received stolen school property or private property.
16. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
17. Committed or attempted to commit a sexual assault, or committed a sexual battery.
18. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
19. Made terrorist threats against school officials and/or school property.
20. Committed sexual harassment.
21. Engaged in verbal abuse, i.e., name calling, ethnic or racial slurs, or derogatory statements addressed publicly to others that precipitate disruption of the school program or incite violence.
22. Scholastic dishonesty, which includes but is not limited to cheating on a test, plagiarism or unauthorized collaboration with another person in preparing written work.
23. Repeated interference with the school's ability to provide educational opportunities to other students.
24. Engaged in, or attempted to engage in, hazing.

Student Code of Behavior

Learners will be empowered to establish clear behavioral expectations and appropriate consequences within the learning community. The school will articulate clear expectations for learner behavior built around the following core principles:

1. I will do nothing to harm myself or others
2. I am responsible for my behavior

3. We are each other's keepers
4. I take pride in myself and in my work
5. I will leave it better than I found it

These expectations will be explicitly taught, posted and referenced throughout the school year. They will be included in our handbook and explained to parents at orientation. At the beginning of the school year, and at intervals throughout the year, these goals and principles will be discussed with the learners in order to come to a common understanding of what they mean and why they are important, and then help our learners to incorporate them into their daily lives.

Bullying Prevention and Education Policy

CSA supports a secure school climate, conducive to teaching and learning that is free from threats, harassment, and any type of bullying behavior. The purpose of this policy is to promote consistency of approach and to help create a climate in which all types of bullying are regarded as unacceptable. Bullying is the use of coercion or intimidation to obtain control over another person or to cause physical, mental or emotional harm to another person.

Bullying can occur through written, verbal, or electronically transmitted expression or by means of a physical act or gesture. Bullying is prohibited against any learner for any reason, including but not limited to any such behavior that is directed toward a learner on the basis of their academic performance, or any basis protected by federal and state law, including disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry or the need for special education services, whether such characteristic(s) are actual or perceived.

Bullying is prohibited on CSA property or CSA-sanctioned activities and events, or off school property when such conduct has a nexus to CSA or any CSA curricular or non-curricular activity or event.

A learner who engages in any act of bullying and/or a learner who takes any retaliatory action against a learner who reports in good faith an incident of bullying, is subject to appropriate disciplinary action including suspension, expulsion, and/or referral to law enforcement authorities. Bullying behavior that constitutes unlawful discrimination or harassment shall be subject to investigation and discipline under related CSA policies and procedures. Learners targeted by bullying when such bullying behavior may constitute unlawful discrimination or harassment also have additional rights and protections under Board policies and procedures regarding unlawful discrimination and harassment.

The CSA Anti-Bullying program contains many key elements. Several are related to creating a positive atmosphere at school that encourages all learners to treat each other fairly and with kindness. There are also components that are related to discipline that will be used if one learner bullies another. CSA employs an anti-bullying program and curriculum.

Q. Serving Exceptional and Educationally Disadvantaged Students

Colorado Skies Academy will provide all learners a continuum of educational opportunities, including those students with special education needs. All education will be provided in compliance with their Individualized Education Program (IEP), with the Individuals with Disabilities Education Act (IDEA) and with all applicable Colorado laws and Cherry Creek School District requirements. CSA will address the needs of students with disabilities, at-risk students, gifted and talented students and English language learners.

Program Administration

It is preferable for CSA to purchase Special Education and Gifted/Talented services from CCSD to ensure compliance, benefit from the district's superior training and resources in this area, and provide opportunities and support consistent with neighboring middle schools. However, for an intentionally small charter school like CSA, budget realities as well as legal requirements must be carefully considered. To the extent budget allows, CSA will purchase Special Education and Gifted/Talented services from CCSD.

MTSS

Multi-tiered System of Support (MTSS) is designed to improve the quality of education, evaluation and eligibility through a decision-making process for students with academic and behavioral deficits. MTSS accomplishes this task by utilizing a set of procedures and a series of decision-making protocols, which help ensure special education eligibility teams systematically consider relevant evaluation data against all eligibility criteria required by federal and state law. MTSS provides a consistent and coherent framework for evaluating the two required qualifying conditions of special education eligibility: (1) the identification of an IDEA disability, and (2) the determination that special education is required in order for a student to receive a free appropriate public education (FAPE).

Colorado Skies Academy will utilize MTSS to guide the decision-making process for students with academic and behavioral deficits. CSA will universally screen all students in the beginning of the school year. The CSA MTSS team will conduct an analysis of the universal screener results and refer those students who are identified as academically at risk and who are not already identified with an IEP. CSA's MTSS team will be comprised of (at minimum) a staff member from every general education grade level and a Special Education Teacher or designee selected by the Teacher. The MTSS team notifies the parent that their child will be entering the MTSS program, which will provide interventions in an area of deficit.

Once a student is identified, the MTSS and/or grade-level team will identify student goals in the area of the deficit as well as how to monitor progress and what data to track. The MTSS team will review the student's progress according to the progress monitoring data every four weeks and adjust instruction when a student is not showing progress on the data graphing. If the student is not showing progress after eight weeks of data analysis, the teacher attempts a variety of intensive interventions and strategies designed to facilitate the child's learning within that classroom. Interventions can be intensified by providing more daily or weekly time on the

intervention, providing interventions in a smaller group setting or individualized, or by compiling a combination of intervention that may work.

CSA's MTSS process will include three tiers. Tiers provide increasing levels of intensity of interventions.

Tier 1

Tier 1 will include research-based instruction in the general education classroom with core instructional interventions. Tier 1 includes differentiated curriculum and instruction for all students. Primary instruction includes at-risk children who have been identified through the universal screening process receive research-based instruction, sometimes in small groups, sometimes as part of a class-wide intervention. Each student's progress is monitored closely. If the child does respond positively to the research-based intervention, then this indicates that perhaps his or her difficulties have resulted from less appropriate or insufficiently targeted instruction. CSA's Tier 1 process includes the following components:

- *Expectations:* 80% or more of students successful with general education curriculum and instruction
- *Assessments:* Universal screenings for academics and social/emotional growth (behaviors)
- *Interventions:* Through differentiated instructional practices
- *Roles and responsibilities:* Primarily the general education teacher

Tier 2

Tier 2 will include small group intervention with intensive assistance for students who are performing below monitored progress expectations at Tier 1. Tier 2 includes targeted interventions for students at-risk. Tier 2 standard treatment protocol interventions include interventions that are:

- From scientific-based education research: evidence-based interventions
- From education research: experiential-based interventions
- From best practice with like students

The length of time in Tier 2 is generally a bit longer than in Tier 1, and the level of intensity of the interventions is greater. They may also be more closely targeted to the areas in which the child is having difficulty. Again, the child's progress is closely monitored. The time allotted to see if the child responds to interventions in this more intensive level may be longer than in the first level, but the overall process is much the same. CSA's Tier 2 process includes the following components:

- *Expectation:* 15% of students may be at risk and in need of targeted interventions
- *Assessment:* progress monitoring of student response to specific intervention
- *Intervention:* standard protocol treatment intervention as available from the research; evidence-based intervention as available in the literature
- *Roles and responsibilities:* variety of personnel as determined at the local site

Tier 3

Tier 3 becomes an option for continued and yet more intensive intervention. Five percent (5%) of students may be at significant risk and in need of intense interventions. If, however, the child does not respond to the first level of group-oriented interventions, they typically move to the next MTSS level. Tier 3 involves the use of a combination of different types of curriculum material including but not limited to: standard protocol treatment intervention as available from the research, evidence-based intervention as available in the literature, and unique intervention based on teacher expertise.

Tier 3 is more individualized as well as more intensive, and will be overseen/managed by Special Education staff. Weekly progress monitoring specific to the intervention should continue; analysis of every four data points takes place to determine whether or not the student is showing progress. If progress monitoring graph line is flat lining (student showing no progress) then intensity of instruction needs to be increased. Intensity can be increased by providing intensive intervention to the student in a smaller group or individually by increasing the minutes per session, increasing the number of sessions per day or week, and/or by changing the method of instruction. If the child does not respond to instruction at this level, then they need to be referred for a full and individual evaluation under IDEA.

Special Education

CSA will contract with CCSD to employ Special Education Teacher(s) or, if budget requires, hire our own qualified Special Education Teacher(s) who, with direction from CSA's School Director, will be primarily responsible for all tasks and duties related to CSA's Special Education program. CSA will follow all state and district guidelines to provide services for students with disabilities. CSA will meet regularly with any contracted teacher(s) and collaborate with them to ensure they have the support needed to effectively perform their function.

Students with 504 Plans

CSA will comply with applicable requirements of Section 504, the ADA and all OCR mandates. The 504 Coordinator will review records of all enrolled students to determine what students have existing 504 plans. The school will work to understand all needed modifications and accommodations and how to best match the students' needs to the school's program, and if necessary, have a staffing conference to modify a 504 plan. CSA will also work with students and parents to ensure that students with disabilities or perceived disabilities who are not eligible for special education qualify for accommodations under Section 504. The School Director will oversee and staff the 504 team to review and write 504s annually; the 504 team will also revise 504s as needed.

Any child that has a "mental or physical impairment that substantially limits one or more of the person's major life activities," has a record of that impairment, and/or is regarded as having that impairment, may qualify for a 504 plan. A 504 plan will provide accommodations to provide access to the general education learning environment. A 504 meeting begins with a Prior Written Notice to the parent to meet, explanation of Procedural Safeguards, review of medical records or

parental concerns for the need of a 504. The 504 Plan is written by the 504 team which includes the parent, general education teacher, the 504 Coordinator, and potentially the School Director. The 504 plan will be reviewed and updated at least once annually. Copies of all 504 plans will be given to the general education teachers, who will be responsible for implementing accommodations specified in the plan. The School Director will supervise the implementation of the 504 with general education teachers and in collaboration with the 504 Coordinator.

Gifted and Talented

CSA will contract with CCSD to employ Gifted/Talented support for identifying, writing, and servicing Advanced Learning Plans or, if budget requires, hire/contract our own qualified Gifted/Talented Teacher(s) who, with direction from CSA's School Director, will be primarily responsible for all tasks and duties related to CSA's Gifted Education program. CSA will follow all state and district guidelines to provide services for Gifted learners. CSA will meet regularly with any contracted teacher(s) and collaborate with them to ensure they have the support needed to effectively perform their function. As budget allows, CSA will contract with CCSD's Gifted/Talented department to provide training for facilitators on meeting the needs of Gifted and Twice Exceptional learners in the general education classroom at MTSS Tier 1 and Tier 2 levels.

English Language Learners

CSA is committed to supporting the educational needs of English Language Learners to meet the school's high academic expectations. CSA will follow the Rules for the Administration of the English Language Proficiency Act-1 CCR 301-10. CSA will contract with CCSD to employ qualified English Language Support Teachers or, if budget requires, hire/contract our own qualified ELL support staff. CSA fully supports the co-teaching model employed by CCSD and CSA will implement instructional strategies and programming for English Language Support in alignment with other schools in the district as needed.

R. Dispute Resolution Process

In the event of a dispute between the Colorado Skies Academy School and the Cherry Creek School District, the staff and Board of Directors agree to first frame the issue in written format and refer the issue to the District Superintendent or his/her designee and the School Director. In the event that the District Superintendent believes that the dispute relates to an issue that could lead to revocation of the charter, it shall be noted within the written dispute statement. The School Director and the District Superintendent, or designee, shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the District and the School Director of Colorado Skies Academy and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the District and the School Director shall meet to jointly identify a neutral, third-party arbitrator. The format of the arbitration session shall be developed jointly. The District and School Director shall incorporate informal rules of evidence and procedure into the arbitration format unless both

parties agree otherwise. Colorado Skies Academy and the District shall each bear its own costs incurred as a result of its compliance with this dispute resolution process.

S. School Management Contracts

Colorado Skies Academy is currently under contract with Maker Learning Network (formerly part of the iLead Schools Development) to provide Education Management Services. This contract can be found in Attachment G to this application.

In response to budgetary concerns exacerbated by low enrollment and other issues, Colorado Skies Academy reserves the right to periodically re-evaluate our relationship with Maker Learning Network. If deemed beneficial, CSA will pursue separation from Maker Learning Network and will find alternate vendors or hire our own qualified personnel to replace necessary services. The CSA Board of Directors will be involved in such actions and will get bids from more than one possible replacement before deciding on a course of action and entering into new contracts.

T. Response to Evaluations

As a public charter school authorized by the Cherry Creek School District, Colorado Skies Academy is proud to share details about our operations and educational programs throughout the school year. In return, CCSD will evaluate the school’s work each year. This ongoing evaluative relationship is largely conducted between the School Director and CCSD’s Charter Liaison, including formal meetings, periodic sharing of academic achievement and growth data, and informal email/phone conversations throughout the year to discuss various aspects of the school’s operation and/or educational programming. Other departments within the District also provide feedback pertinent to the evaluation, especially the Educational, Financial, Legal, and Operations departments. CCSD provides CSA with a copy of their final evaluation following the end of the school year, including concerns and suggested solutions. In order to demonstrate our willingness to address the District’s concerns, we have included a list of these concerns/suggestions and how CSA has/is planning to mitigate them.

Plan to Increase Academic Growth/Achievement

This concern was largely based on minimal NWEA MAP testing data which demonstrated a lack of growth in all tested areas year-to-year, as well as relatively low 2021 CMAS scores. Examining the 2022 CMAS data for Colorado Skies Academy learners should alleviate these concerns, but CSA is not satisfied with the status quo and will continue to work to increase student achievement and growth.

In response to the District’s concerns as well as data from parents/students, CSA’s new administrators developed the following plan to increase achievement and growth and reported on it in depth in the 2022-23 Unified Improvement Plan submitted to the district in October 2022.

- Ensure alignment with Colorado Academic Standards in all academic courses 6-8
- Implement differentiated, skills-grouped Math and English courses with curricular supports focused on growth of students at all skill levels
- Implement daily, skills-grouped Reading groups (Academic Core Connections) to build reading stamina and skills in all learners
- Retain all current math/ELA instructors for 2023-24 (excepting cases of termination, physical relocations, or family/health needs)
- Identify and implement affordable, effectual reading and math instruction training focused on reluctant and low-skilled readers and instructional best practices for easily distracted students
- Implement instructional coaching for reading and math teachers with a bi-weekly observation, reflection, and improvement cycle
- Design and implement purposeful escalation of assigned homework from 6th through 8th grade along with instructional support for executive functioning and prioritizing to better prepare students for more traditional high school/college educational experiences

Financial Performance

Per the District's request, CSA's budgets and financial updates have been shared with CCSD monthly. As is mentioned earlier in this application, a significant rise in the costs of purchased services and insurance paired with simultaneous enrollment challenges due to inconsistent/unfortunately timed turnover in leadership continue to negatively impact our budget. We are confident that the operational and educational changes the new administrators are implementing, along with a robust history of successful fundraising from industry and charitable foundations across the country (who are interested in supporting CSA because of the ways in which it is different from the excellent yet traditional neighborhood schools), will allow the school to continue to be financially viable every year as we work toward a balanced budget that is dependent on charitable contributions to a similar extent as other Colorado charter schools. More detail on these items can be found in the Financial Goals, Evidence of Support, and Budget and Finance sections of this application.

Governance – Sunshine Laws and Board Policies

Per the District's request, CSA's Board has adjusted their procedures to comply with Sunshine Laws and providing Board information through the CSA website. We recently voted in three new Board members who are still working through the onboarding process, including completing their Conflict of Interest and Individual Board Statements. As soon as they have completed these processes, the CSA website will be updated to include these items. If there's anything missing aside from these items, CSA will work to remedy the issue as soon as possible to be in compliance. Additionally, CSA Board Members will continue their own learning and development in partnership with service provider Maker Learning Network and/or Colorado League of Charter Schools.

Communication with Food and Nutrition Services

New School Director Katie Dutton has met consistently with CCSD's FNS personnel to ensure clear lines of communication and a true partnership that is beneficial to both parties. CSA is exceptionally pleased with the quality of our onsite FNS employees and have worked to include them in communications as well as staff/school events when appropriate. CSA has also responded to all questions and concerns from FNS personnel and worked to correct any miscommunications or issues as quickly as possible.

Support of Special Education Service Providers

Colorado Skies Academy has attracted a larger-than-typical population of students with learning differences, attention regulation challenges, and twice-exceptionalism. Currently about 19% of CSA's enrolled students are on IEPs and we continue to identify and write plans for students who hadn't yet been identified but are demonstrating a need for supports. While educating these students academically and social-emotionally is expensive and challenging, CSA is committed to providing these students with not only an excellent educational experience, but also an opportunity to feel accepted, seen, and a vital part of a dynamic community of learners who value diversity.

In order to ensure that these students receive everything they need to succeed, CSA's Board of Directors and new administrators have made the changes listed below. Based on preliminary feedback from onsite CCSD SPED staff, we are confident that this vital relationship will be much smoother moving forward.

- Hired two Directors to handle the burden of Operational and Educational management and relieve the burden from other support staff, such as Mental Health and SPED personnel
- Director(s) meet weekly with CCSD onsite SPED staff to address concerns, areas of friction, and how we can best support them in their jobs to ensure they are using their resources (including their time) to support Special Education students
- Plan to secure additional training from CCSD's SPED and/or G/T departments regarding Tier 1 and 2 classroom supports for all learners with differences to ensure CSA facilitators are fulfilling their responsibilities in regards to students on plans
- Plan to secure additional training from CCSD's SPED department about the IEP process, including understanding IDEA expectations of general education staff, classroom structures and routines, de-escalation cycles from the Crisis Prevention Institute (CPI), and disciplining students on IEPs
- Routinely include CCSD SPED personnel on communications, seeking to keep them informed but also to welcome them into the CSA community as part of the family

Implement Tier 1 Programs to Support Student Behaviors

As has been mentioned previously, the current administrators at CSA were brought on board August 1, 2022. While much of their time has been spent creating/implementing/improving basic

operational systems, they have also been working to prioritize the implementation of the below Tier 1 programs. CSA's student population was clearly in need of these supports, and initial efforts have already proven fruitful – feedback from parents and students has been overwhelmingly positive. We are confident that with more time to continue to develop these programs and allow them to become baked into the foundations of our climate and culture, CSA learners will benefit enormously from the positive, supportive, restorative culture we create.

Positive Behavior Intervention Support Systems

CSA's new PBIS system includes:

- Monthly recognition of an Honor Squadron (advisory group) based on points earned by members throughout the month, recognized by a squadron distinction ribbon hung on their flag outside the Advisory classroom
- Monthly recognition of “Honored Learners” from the Honor Squadron
- Quarterly recognition of Learners of Merit in the following categories:
 - Silent Scholar – quiet students who do what they're supposed to do but fly under the radar
 - Academician – high performing, curious, open-minded, tenacious, critically thinker
 - Helping Hands – students who are service-oriented
 - Tolerance Ambassador – students who demonstrate patience with and empathy for others regardless of differences, forgiving of other's mistakes, treat everyone with dignity and respect and influences others to do the same
 - Leader – students with integrity, self-awareness, flexibility to adapt, influence, empathy, courage, and respect
- Installation of a “Wall of Fame” with labeled photos of Learners of Merit and Honored Learners
- Tracking of and rewards for students who demonstrate desired behaviors or are minimizing off-task or distracting behaviors for behavior management
- Tracking of and rewards for all students based on their individual and Squadron points

Social Emotional Learning Curriculum

Colorado Skies Academy facilitators are delivering Social Emotional Learning lessons through daily Advisory classes. These lessons and the overall curriculum have been curated by CSA's administrators and pulled from Responsive Classroom and other established SEL curricula available. When we are able to secure onsite Mental Health support, we will improve this curriculum using that person's expertise as well. Student growth in SEL will be examined via periodic surveys, and administrators/faculty will make adjustments in response to feedback and demonstrated needs.

Executive Functioning Curriculum

Colorado Skies Academy facilitators are delivering Executive Functioning Learning lessons through daily Advisory classes. These lessons and the overall curriculum have been curated by CSA administrators and based on Sarah Ward's work and fundamental Executive Functioning principles. As appropriate, CSA will partner with SPED and/or Mental Health personnel for suggestions and improvements to these lessons. Student growth in EF will be examined via periodic surveys, and administrators/faculty will make adjustments in response to feedback and demonstrated needs.

Restorative Practices

Colorado Skies Academy has provided Professional Development for staff members in Restorative Practices. CSA's administrators have participated in training and are available to support facilitators in running Restorative Circles as well as engaging in Restorative Practices as a first response to student misbehaviors or conflict. As with all skills, more practice/modeling is needed, and CSA will continue to focus on providing these opportunities. We are confident that these important practices will become a foundational part of CSA's climate and culture moving forward.

Attachment A

CSA Board Bylaws – document begins on the next page.

**AMENDED AND RESTATED BYLAWS
OF
COLORADO SKIES ACADEMY**
Effective: July 31, 2020
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**AMENDED AND RESTATED BYLAWS
OF
COLORADO SKIES ACADEMY**

**ARTICLE I
INTRODUCTION**

Section 1.1. Name. The name of the organization shall be Colorado Skies Academy (the “**Corporation**”). The Corporation is duly registered as a nonprofit organization under the laws of the State of Colorado.

Section 1.2. Purpose. The purposes of the Corporation are those set forth in the Amended and Restated Articles of Incorporation filed June 4, 2018, as may be amended and/or modified from time to time (the “**Articles**”).

Section 1.3. Business Offices. The principal office of the Corporation shall be located at 13025 Wings Way, Englewood, CO 80112. The Corporation may have such other offices, either within or outside Colorado, as the Board (as defined herein) may designate or as the affairs of the Corporation may require from time to time.

Section 1.4. Registered Office. The registered office of the Corporation, required by the Colorado Revised Nonprofit Corporation Act (the “**Act**”) to be maintained in Colorado, may be, but need not be, the same as the principal office if in Colorado, and the address of the registered office may be changed from time to time by the Board or by the officers of the Corporation.

Section 1.5. Bylaws. These Bylaws constitute the official Bylaws of the Corporation and its Board.

Section 1.6. Fiscal Year. The fiscal year of the Corporation shall coincide with the fiscal year of its charter authorizer.

**ARTICLE II
NO MEMBERS**

Section 2.1. No Members. The Corporation is incorporated as a nonprofit, non-membership organization. There are no members. References in these Bylaws to "members" of the staff, committees or other categories of persons are common usage and do not refer to the legal term "member" as used in the Act, and in particular, C.R.S. § 7-126-101, *et seq.*

**ARTICLE III
BOARD OF DIRECTORS**

Section 3.1. General Powers. The Board of Directors (the “**Board**”) shall have power over, and control of, the business affairs and all matters of the Corporation, except as otherwise provided by law including without limitation the Act, the Articles or these Bylaws.

Section 3.2. Number and Type of Board Directors. The number of Directors of the Corporation shall be not less than three (3) nor more than nine (9). At all times, a majority of the members of the School's governing board (the "Charter Board") shall be parents of students enrolled in the School at the time they join the board. Parents whose students have matriculated out of the School may be allowed to complete their then-current term, but such parent board members shall not be eligible for additional terms unless the parent majority requirement is otherwise satisfied. Notwithstanding the foregoing, at any time at which there are fewer than the minimum number of Directors listed above, the remaining Directors shall have the power to appoint additional Directors pursuant to these Bylaws.

Section 3.3. Qualifications. Board applicants must exhibit and profess a strong desire to be involved in the success of the Corporation. Board applicants must also exhibit a strong moral behavior and be willing to give their time, energy, and abilities to help the Corporation achieve its stated mission and purpose. Board applicants must demonstrate an ability and willingness to attend all Board meetings, and to work with other Directors, the Corporation staff and faculty, and others in achieving specific goals or completing projects adopted by the Board.

Section 3.4. Appointments and Vacancies. New Directors shall be appointed to either new terms or existing vacancies upon a majority vote by the Board. Terms of appointments, if new, shall be for the entire term of that appointment. Vacancy appointments will be for the time remaining in the vacant position(s). Where possible, new terms or vacancies will be voted on at or before the regularly scheduled Board meeting prior to the expiration of the existing term and/or as a vacancy arises.

Section 3.5. Staggered. The Board will have staggered terms of three (3) years each. The initial Board will be divided as near as possible into three groups of Directors such that approximately one-third of the terms will expire at the first anniversary of the initial annual meeting, one-third of the terms will expire on the second anniversary of the initial annual meeting, and the remaining one-third will expire on the third anniversary of the initial annual meeting of the Board. Upon the expiration of the initial staggered terms, Directors shall be elected for terms of three years to succeed those whose terms expire.

Section 3.6. No Term Limits. There shall be no limit on the number of terms any Director may serve, or on the number of consecutive terms a Director may serve.

Section 3.7. Standard of Care. Each Director shall perform their duties, including those as a member of any Board committee, in good faith; in a manner reasonably believed to be in the best interests of the Corporation; and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

Section 3.8. Board Duties and Obligations. For purposes of encouraging full and knowledgeable participation of its Board, each Director is expected to fulfill the following duties and obligations:

- (a) Be knowledgeable of essential documents binding or affecting the Corporation, including the charter application, the charter school contract and any amendments, these Bylaws, the Corporation's budgets, and the Board and the Corporation's policies and procedures as may be adopted from time to time.

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(b) Maintain the confidentiality of discussions in executive session, and where necessary to preserve the confidentiality of personnel matters, parent and children matters, and other business of the Corporation.

(c) Respect and adhere to the lines of communication established by the Board as to any specific matter requiring an official spokesperson on issues involving the press, outside agencies, mediators/arbitrators, and/or attorneys. In the event individual Directors are contacted for information, where an official spokesperson has been designated by the Board, Directors are requested to defer to the chosen spokesperson.

(d) Recognize and act in accordance with all Board-approved policies, including those established to ensure the daily orderly operations of classrooms and class work.

(e) Respect the province and responsibilities of the Executive Director, including as it concerns the Corporation's staff. Board Members are expected to maintain discretion as it concerns expressing and relaying opinions formed about staff. Directors shall follow all policies, as approved by the Board, with respect to staff evaluations.

(f) Directors may at any time raise any issues with the Board as set forth in any applicable meeting notice, as a Board agenda item. The Executive Director is an employee of the Corporation. In the case when the performance or the conduct of the Executive Director becomes a Board agenda item, Board discussions with respect to the performance or the conduct of the Executive Director may but need not be held in executive session in the discretion of the Board, and only in compliance with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*, as amended.

(g) Directors are expected to maintain discretion and act in a professional manner at all times when dealing with Board business or school issues. Directors will be required to agree to and sign the Board of Directors Code of Conduct, as designated in Appendix A of these Bylaws.

Section 3.9. Resignations and Removal of Directors. Directors may be removed, with or without cause, by action of a majority (2/3rds) of the entire Board. Any Director may resign at any time by providing written notice to the Chair or Secretary of the Board. Such resignation shall take effect on the date specified therein and no acceptance of the same shall be necessary to render the same effective.

Section 3.10. Annual Meetings. The Board shall hold an annual meeting in June for the purpose of electing Directors and officers in the manner set forth in these Bylaws. Failure to hold an annual meeting shall not work a forfeiture of the Corporation.

Section 3.11. Regular Meetings. Regular meetings of the Board shall be held for the transaction of such business as may come before the Board. In general, but subject to exceptions as determined by the Board, regular meetings shall be held monthly.

Section 3.12. Participation by Telephone. Directors of the Board or any committee thereof may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.13. Notice of Meetings. Notices of all meetings and adjournments shall be given not less than 24 hours before the time fixed for the meeting except in cases of emergency, and subject at all times to Article VII below. The regular meeting agendas will be posted at the Corporation's principal place of business not less than 24 hours prior to the meeting in accordance with the Colorado Open Meetings Law and shall also be posted on the Corporation's website in a reasonably conspicuous manner. The notice shall state the matters to be presented for consideration. Participation by any Director in a meeting without having received notice of the meeting shall constitute a waiver of such notice. The Board agenda shall be posted in the Corporation's head office. The location of such posting shall be designated annually at the Board's first regular meeting of each calendar year, as required by C.R.S. § 24-6-402(2)(c).

Section 3.14. Public Comment; Electronic Participation. Each meeting of the Board shall reasonably include an opportunity for public comment. Meetings may be, but need not be, at the discretion of the Board and as may be specified in the public notice of such meeting, digitally recorded and or transmitted electronically. The Board may establish restrictions on the opportunity for public comment, including reasonable time limits for individual speakers, in its discretion.

Section 3.15. Special Meeting. Special Meetings of the Board may be called by: (i) the Board Chair at any time; (ii) upon written request by two or more Directors; or (iii) at the request of the Executive Director to the Board Chair, whose consent will not be unjustly withheld. In any case, written notice of the special meeting and the agenda of the special meeting must be posted publicly at least forty-eight (48) hours prior to the date of the Special Board meeting, in accordance with Colorado law and these Bylaws. Special meetings maybe called for the purpose of appointing Directors, electing officers, or for the transaction of such other business as may be required.

Section 3.16. Quorum and Voting. A simple majority of voting Directors shall constitute a quorum for the transaction of business at any meeting of the Board, except as otherwise explicitly required in these Bylaws. 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. If less than a quorum of members is present for a meeting, no business may be transacted until a quorum shall be present, except that if less than a quorum is present, a majority of Directors then present may adjourn the meeting. No Director may vote or act by proxy at any meeting of the Directors.

Section 3.17. No Compensation. The Board shall not be entitled to any compensation for their role as members of the Board. Directors may be paid their reasonable expenses incurred in connection with attendance at Board or Committee meetings or to fulfill Board responsibilities, but only upon Board approval.

Section 3.18. Board Consultants and Advisors. Notwithstanding anything herein to the contrary, the Board may, at its discretion, directly enter into and execute agreements on behalf of the Corporation with such advisors and consultants (including without limitation accountants, management consultants and lawyers), as may be determined by the Board from time to time, and the Chair is authorized to execute such engagement agreements as may be approved by the Board for provision of the same. The Board may not relegate any role or power reserved to the Board under these Bylaws to any outside advisor or consultant. The Executive Director shall

ensure that any obligations by the Corporation, including without limitation payment obligations, pursuant to any agreements entered into by the Board on behalf of the Corporation under this Section are timely discharged.

ARTICLE IV COMMITTEES OF THE BOARD OF DIRECTORS

Section 4.1. Authority to Establish Committees and Committee Membership. The Board has the discretion to authorize standing committees and/or ad hoc committees ("**Committees**") to perform its regular or special business. The Board may appoint others, including professionals, parents, and other community members to serve on the Committees. The Committees are advisory only, and their Chairpersons will establish regular meetings as necessary and provide summaries of their meetings to the Board. The Board may remove persons from any Committee at any time.

Section 4.2. Committee Meetings. Each Committee shall meet from time to time on the call of its Chairperson, the Board Chair, or of any two or more Committee Members. The Committee meetings are to be held at the date, time, and place designated in a notice of meeting, as determined by the Chairperson or Board Chair. Each Committee shall keep regular minutes of its meetings and proceedings.

Section 4.3. Committee Quorums. At any meeting of a Committee, a majority of the Committee Membership roster will constitute a quorum. The acts of a majority of the members of a Committee at a meeting in which a quorum is present shall be the acts of the Committee.

Section 4.4. Limits on Committee Powers. No Committee shall have power to exercise the power of the Board or to bind the Corporation to any contract, policy or official act of any description not approved by full Board action and confirmed, in writing, by the Board.

Section 4.5. Vacancies. Vacancies on any committee shall be filled by the Board at a regular meeting of the Board or at any special meeting called for that purpose.

ARTICLE V OFFICERS AND AGENTS

Section 5.1. Officers of the Board of Directors. Eligibility to serve as Officers of the Board of Directors shall be limited to regular voting Directors. Officers of the Board of Directors shall consist of the Chair, Vice-Chair, Secretary and Treasurer.

Section 5.2. Duties of the Officers of the Board of Directors.

(a) Chair. The Chair shall preside at all meetings of the Board. The Chair is responsible for setting the Board agenda, date and time of all meetings, and calling any special meetings that may be required. The Board Chair will set the agenda with the participation of the Executive Director and/or the Executive Committee, if any. The Chair may perform such other duties as the Board may delegate.

(b) Vice-Chair. In the case of the Chair's incapacity or inability to perform duties, the Vice-Chair will assume the duties of Chair. The Vice-Chair shall serve as the Chairperson of the Board's Nominating Committee, if any. The Vice-Chair shall perform such other duties as delegated by the Board.

(c) Secretary. The Secretary shall serve as the custodian of the records of the Board. The Secretary is responsible for the correspondence of the Board, including but not limited to, posting all meeting agendas; recording and maintaining minutes for all meetings of the Board; sending agendas and minutes to all Directors; preparing the annual ballot for the election of officers; preparing ballots for election of Directors; sending appropriate correspondence and notices to resigning Directors or Directors being removed for cause; and creating and maintaining the corporate notebooks and Minute Books. The Secretary also shall perform such other duties as delegated by the Board. The Board of Directors reserves the right to delegate Secretarial duties to a paid employee who shall work under appropriate staff and Board supervision; provided, however that such employee will not, under any circumstance, be delegated the responsibility of signing agendas and Board minutes or any other duty that, by law, are to be retained by the Board Secretary.

(d) Treasurer. The Treasurer shall make oral and/or written financial reports at all regular Board meetings, and at such other times as the Board may direct. The Treasurer may perform such other duties as the Board may direct. The Treasurer will serve as the Chair of the Accounting and Audit Committee, if any.

Section 5.3. Election and Term of Office. The elected officers of the Corporation shall be elected by the Board at each regular annual meeting of the board. If the election of officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter. Each officer shall hold office until the officer's successor shall have been duly elected and shall have qualified, or until the officer's earlier death, resignation or removal.

Section 5.4. Board Officer Resignations and Removal. Any Board officer may resign at any time by giving written notice thereof to the Board: Such resignation shall take effect on the date specified therein and no acceptance of the same shall be necessary to render the same effective. Any officer elected or appointed by the Board may be removed by the Directors of the Corporation with or without cause, whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer shall not in itself create contract rights.

Section 5.5. Executive Officers; Appointment of Executive Director. The Board shall hire the Executive Director of the Corporation, who shall be an at-will employee of the Corporation and whose employment may be subject to the terms of an "at-will" employment agreement between the Corporation (executed on behalf thereof by the Chair of the Board) and the Executive Director. In any such employment agreement, the Board shall retain the authority to terminate the employment of the Executive Director at any time in its sole discretion. The Executive Director shall be responsible for determining the hiring and firing of such other executive employees of the Corporation (collectively, and together with the Executive Director, referred to herein as the "**Executive Officers**") which may include, but not be limited to, a chief

financial officer, a chief operating officer, a chief technology officer, and such other officers as may be determined by the Executive Director. All Executive Officers hired as such by the Executive Director shall be “at-will” employees whose employment may be subject to the terms of an “at-will” employment agreement between the Corporation (executed on behalf thereof by the Executive Director) and such Executive Officer, and their status as an “Executive Officer” under these Bylaws shall be designated in writing at the time of their employment for purposes of these Bylaws.

Section 5.6. Compensation of Executive Officers. The Board shall annually determine the compensation of the Executive Director. The Executive Director (or the Executive Director’s agent(s) or assign(s)), shall determine compensation of the remaining Executive Officers. To the extent beneficial to the Corporation and reasonably feasible, the person or persons determining compensation of Executive Officers 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 Executive 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 Executive Officer’s performance and experience. The establishment of compensation for all Executive Officers must comply with the conflict of interest policy of the Corporation then in effect.

Section 5.7. Executive Director Duties. The Executive Director shall (i) be the chief executive officer of the Corporation and have general and active control of its affairs and business and general supervision of its Executive Officers, agents and other employees; and (ii) perform all other duties incident to the office of Executive Director as may be necessary to carry out and implement the long-term policies, vision, direction, philosophy and strategies of the Corporation, in the manner as may be determined by the Executive Director. The Board may recommend specific courses of action for the Executive Director in carrying out the Executive Director’s duties as chief executive officer of the Corporation, including implementation of the Board’s charter school policies, vision, direction, philosophy and strategies, which the Executive Director shall consider in good faith.

Section 5.8. Executive Director Not a Director. The Executive Director shall not be a member of the Board.

Section 5.9. Employees, Independent Contractors. Other than with respect to the position of Executive Director, and subject to any whistleblower policy as may be in effect from time to time, the authority to hire, fire, review performance of, set compensation for, and enter into employment agreements or comparable instruments with employees or independent contractors of the Corporation, including that of Executive Officers, shall be vested in the Executive Director and such other agent(s) of the Executive Director as the Executive Director may determine from time to time.

**ARTICLE VI
CONFLICT OF INTEREST & DIRECTOR CONDUCT**

The Corporation's Directors and all officers shall conduct themselves in accordance with the Corporation's mission, charter agreement and applicable law at all times, as well as any conflict of interest policy adopted by the Board from time to time.

**ARTICLE VII
OPEN MEETINGS LAW, COLORADO OPEN RECORDS ACT, FAMILY
EDUCATIONAL PRIVACY RIGHTS, AND NON-DISCRIMINATION POLICY**

Section 7.1. Colorado Open Meetings Law. The Board acknowledges and agrees that it, and the Corporation, is subject to the provisions of the Colorado Open Meetings Law, Colorado Revised Statutes ("C.R.S."), § 24-6-401, *et seq.*, and that it will make every effort to fully comply with the provisions of such law in connection with all of its activities.

Section 7.2. Public Meetings. All meetings of a quorum or three or more Directors, whichever is fewer, at which any public business, including legislative issues, is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times, except for executive session in compliance with provisions of Article 6 (Colorado Sunshine Law), Part 4 (Open Meetings Law), 24-6-401 and 402, C.R.S.

Section 7.3. Email Discussions Prohibited. The Board may not use electronic mail to discuss pending legislation or other public business among themselves in contravention of calling a meeting pursuant to these Bylaws.

Section 7.4. Executive Sessions.

(a) The Board, upon advance notice, may convene an executive session at any regular or special meeting upon the affirmative vote of two-thirds the quorum present for any matter permitted under and consistent with the Open Meetings Law.

(b) No formal action may be taken by the Board in executive session, per 24-6-402, C.R.S.

(c) The Chair shall declare the executive session adjourned at its conclusion.

(d) The announcement of executive session must include the specific citation permitting the executive session and the identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

(e) Recording an executive session. The executive session must be recorded in the same fashion as the open meeting. The record of the executive session must be retained for at least 90 days after the session.

(f) Following every executive session, the Chair must certify in writing that the executive session was appropriate and whether or not it was recorded.

The motion requesting the executive session shall state the nature of the matters to be discussed. Only those persons invited by the Board shall be present during the executive session. The Board shall not make any final policy decisions, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money, be adopted or approved at any session which is closed to the general public. Matters discussed during executive sessions shall remain confidential among all those attending. The Secretary of the Board shall maintain recorded records of all executive sessions in accordance with Colorado law.

Section 7.5. Colorado Open Records Act. The Board acknowledges and agrees that it is subject to the provisions of the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* and that it will make every effort to fully comply with the provisions of such law with all of its activities.

Section 7.6. Family Educational Privacy Rights. The Board acknowledges and agrees that it is subject to the provisions of the Family Educational Privacy Rights Act, Buckley Amendment, 20 United States code, 1232 (g), and that it will make every effort to fully comply with the provisions of such law in connection with all of its activities.

Section 7.7. Nondiscrimination Policy. The Board is committed to a policy of nondiscrimination. The Board shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination, including on the basis of age, race, sex, ethnicity, national origin, religion, sexual orientation, gender identity or transgender status, physical or mental disability, marital status or engaging in protected activity.

Section 7.8. Nondiscrimination Policy as to Students. The Corporation shall admit students of any race, color, national origin, ethnic origin, religion, sex, sexual orientation, or disability to all the rights, privileges, programs and activities generally accorded or made available to students at the Corporation. It does not discriminate on the basis of race, color, national origin, ethnic origin, religion, sex, sexual orientation, gender identity or transgender status, or disability in administration of its educational policies, admission policies, scholarship and loan programs, to the extent they will exist, and athletic and other school-administered programs.

Section 7.9. Board Complaints. Any complaints, comments, or discussion of Directors' performance of duties, actions, or responsibilities under the provisions of these Bylaws, must be presented in accordance with the Colorado Open Meetings Law.

ARTICLE VIII INDEMNIFICATION AND INSURANCE

Section 8.1. Definitions. For purposes of this Article, the following terms shall have the meanings set forth below:

- (a) "**Corporation**" means the Corporation and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity of the Corporation in a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "**Expenses**" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.

(c) "**Liability**" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private corporation or an employee benefit plan) or expense incurred with respect to a proceeding.

(d) "**Official Capacity**" when used with respect to a Director of the Corporation means the office of Director in the Corporation, and when used with respect to a person in a capacity other than as a Director (even if such person is also a director) means the office in the Corporation held by the officer or the employment relationship undertaken by the employee on behalf of the Corporation in the performance of his or her duties in his or her capacity as such officer or employee. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

(e) "**Party**" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director or officer of the Corporation, and any person who, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Corporation's request if such party's duties to the Corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan. "Party" also means any person for whom the Board has authorized indemnification pursuant to Section 8.3 below.

(f) "**Proceeding**" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitratative or investigative (including an action by the Corporation) and whether formal or informal.

Section 8.2. Right to Indemnification.

(a) Standards of Conduct. Except as provided in Section 8.2(d) below, the Corporation shall indemnify any Director or officer of the Corporation made a party to a proceeding against liability incurred in or as a result of the proceeding if (i) such party conducted himself or herself in good faith; (ii) such party reasonably believed (A) in the case of a director or officer acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, and (B) in all other cases, that such party's conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 8.2, any party acting in his or her official capacity who is also a Director of the

Corporation shall be held to the standard of conduct set forth in Section 8.2(a)(ii)(A), even if such party is sued solely in a capacity other than as such director.

(b) Employee Benefit Plans. A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 8.2 (a)(ii)(B). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 8.2(a)(i)

(c) Settlement. The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 8.2(a).

(d) Indemnification Prohibited. Except as hereinafter set forth in this Section 8.2(d), the Corporation may not indemnify a party under this Section 8.2 either (i) in connection with a proceeding by the Corporation in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the Corporation; or (ii) in connection with any proceeding charging that the party derived an improper personal benefit, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that the party derived an improper personal benefit (even if the Corporation was not thereby damaged).

(e) Court-Ordered Indemnification. Notwithstanding the foregoing Section 8.2(d), the Corporation shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of Section 8.2(d) or whether or not the party met the applicable standard of conduct set forth in Section 8.2(a), and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Act.

(f) Claims by Corporation. Indemnification permitted under this Section 8.2 in connection with a proceeding brought by the Corporation against a party shall be limited to expenses incurred in connection with the proceeding and ordered pursuant to Section 8.2(e).

(g) Combined Proceedings. If any claim made by the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

Section 8.3. Prior Authorization Required. Any indemnification under Section 8.2 (unless ordered by a court) shall be made by the Corporation only if authorized in the specific

case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 8.2(a) and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Board by a majority vote of a quorum of such Board, which quorum shall consist of Directors not parties to the subject proceeding, or by such other person or body as permitted by law. The Board may in its sole determination and discretion, but is not required to, authorize indemnification in the same manner as provided to Directors and officers under this Section 8.3 to other parties, including without limitation employees, fiduciaries or agents of the Corporation.

Section 8.4. Success on Merits of Directors or Officers; Mandatory Indemnification. Notwithstanding any other provision of this Article, the Corporation shall indemnify a party to the extent such party has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a Director or officer, against reasonable expenses incurred by the person in connection with the proceeding.

Section 8.5. Advancement of Expenses. The Corporation may pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if (a) the party furnishes the Corporation a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described Section 8.2(a)(i); (b) the party furnishes the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article in the manner provided in Section 8.3. The undertaking required by clause (b) of this Section 8.5 must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 8.6. Payment Procedures. The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 8.4 and by the written affirmation and undertaking to repay as required by Section 8.5 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the Corporation denies the claim, in whole or in part, or if no disposition of such claim is made within ninety days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.

Section 8.7. Insurance. The Board shall obtain such insurance policies, notwithstanding any interest of the Directors in the proceeds thereof, in such amounts as the Board deems appropriate to protect itself and any person who is or was a Director, officer, employee, fiduciary or agent of the Corporation, or who, while a Director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan

against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the Board, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

Section 8.8. Right to Impose Conditions to Indemnification. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation; (b) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

Section 8.9. Applicability; Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a Director, officer or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a Director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

Section 8.10. Indemnification of Agents. The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 8.3.

Section 8.11. Limitation. Notwithstanding any other provision of this Article, during any period that the Corporation is a "private foundation" within the meaning of Section 509 of

the Internal Revenue Code of 1986 as amended, or the corresponding section of any future federal tax code (the “Code”), the Corporation shall not indemnify any person from or against or advance to any person the cost of such expenses, judgments, fines or amounts paid or necessarily incurred, nor shall the Corporation purchase or maintain such insurance, to the extent that any such indemnification, purchase or maintenance would be determined to be an act of self-dealing within the meaning of Section 4941 of the Code, to be a taxable expenditure within the meaning of Section 4945 of the Code, or to be otherwise prohibited under the Code, unless and to the extent (i) a court orders such indemnification, or (ii) the purchase or maintenance of such insurance can be treated as reasonable compensation to such person.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1. Account Books, Minutes, Etc. The Corporation shall keep accurate and complete books and records of account and shall keep minutes of the proceedings of its Board and Committees. All books and records of the Corporation may be inspected by any Director or by the authorized agent or attorney of any such person, for any proper purpose at any reasonable time.

Section 9.2. Public Accountability. The Corporation shall provide for all financial reports necessary or desirable for public charter schools, and as required by federal and state law, and the regulations, policies, and procedures of its authorizer. The Corporation shall provide for an annual audit of its financial audits. The Corporation shall publish and make available to the general public an annual report of the programs, activities, Bylaws, and financial affairs of the Corporation as appropriate for charter schools.

Section 9.3. Designated Contributions. The Corporation may accept any designated contribution, grant and bequest or devise consistent with its general purposes, as set forth in the Articles solely upon the prior approval of the Board or a duly appointed committee thereof. As so limited, donor-designated contributions will be accepted for special funds, purposes or uses, and such designations will be honored. Further, the Corporation shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the Corporation’s charitable purposes.

Section 9.4. Compliance with Policies and Procedures. The Directors must comply with any other policies or procedures adopted by the Corporation to assure that conflicts of interests, and any other matters bearing on the proper and ethical conduct of the affairs of the Corporation are appropriately and effectively monitored, disclosed and dealt with in furtherance of the best interests of the Corporation.

Section 9.5. Loans by the Corporation Prohibited. No loans shall be made by the Corporation, or authorized by the Board, to any person or entity for any purpose.

Section 9.6. Amendments to Governing Documents and Policies.

(a) The power to alter, amend, restate or repeal these Bylaws or the Articles shall be vested in the Board, upon majority (2/3rds) vote of all Directors, provided that the effectiveness of such vote shall be conditioned upon: notice of such vote to alter,

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amend or repeal has been duly given to the Board, on a motion duly seconded at a previous meeting at which a quorum was present. Any alterations, amendments, restatement or repeal of the Bylaws or the Articles shall only be in a manner which would not disqualify the Corporation as an educational organization under Section 501(c)(3) of the Code and shall be subject to the prior written approval of its charter authorizer in accordance with the charter contract.

(b) The Board may adopt, alter, amend, restate or repeal official policies of the Corporation upon the affirmative act of the Board following not less than one prior reading of the policy in question.

Section 9.7. Severability. The invalidity of any provision of these Bylaws shall not affect the other provisions, and in such event, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

Section 9.8. Dissolution. As set forth in and subject to the Articles, upon dissolution of the Corporation, the Board, after paying or making provision for the payment of all of the debts and obligations of the Corporation, subject to the terms and conditions of any charter school contract to which the corporation is a party, shall distribute the remaining assets of the Corporation to the District or its successor in interest for a public purpose or for one or more exempt purposes within the meaning of § 501(c)(3) of the Code. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively for such purposes or to such organization or organizations as such court shall determine which are organized and operated exclusively for such purposes.

[End of Document – Appendix Follows]

APPENDIX 1 TO THE BYLAWS OF COLORADO SKIES ACADEMY

Individual Board Member Statement

Colorado Skies Academy (the “School”) board members are expected to sign the following statement at the start of their term and annually thereafter.

I understand that as a member of the Board of Directors of the School, I have a legal and moral responsibility to ensure that the organization does the best work possible in pursuit of its goals. I understand my legal responsibilities. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.

I understand that I do not have authority to make decisions as an individual, but that my authority is only through the collective decision-making of the Board.

I have read and understand this document and I will perform my duty as a board member by fulfilling my responsibilities as an individual board member as specified here and by partnering with other board members to fulfill the responsibilities of the collective Board.

If I don't fulfill these commitments to the organization, I will expect the board Chair to call me and discuss my responsibilities with me. After discussion, if I am still unable to fulfill these expectations, I will resign from the Board.

Specific Responsibilities:

1. Believe in and be an active advocate ambassador for the mission, vision, and values of the School.
2. Regularly attend Board and committee meetings. If I am not present for at least 80% of required meetings I understand I will be asked to resign from the Board. Work with fellow board members to fulfill the obligations of Board membership.
3. Give an annual financial contribution at a level that is personally meaningful or secure an annual financial contribution from others.
4. Serve on at least one board committee.
5. Behave in ways that clearly contribute to the effective operation of the Board of Directors:
 - a. Focus on the good of the organization and group, not on a personal agenda;
 - b. Support Board decisions once they are made;
 - c. Participate in an honest appraisal of one's own performance and that of the Board;
 - d. Build awareness of and vigilance toward governance matters rather than management.
6. Prepare for board meetings by reviewing materials and bringing the materials to meetings. If unable to attend, I will notify the Board or committee Chair as soon as possible.
7. Keep informed about the school and its issues by reviewing materials, participating in discussions, and asking strategic questions.
8. Actively participate in one or more fundraising event(s) annually.
9. Use personal and professional contacts and expertise for the benefit of the school.
10. Inform the Board of Directors of the School of any potential conflicts of interest,

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whether real or perceived, and abide by the decision of the Board related to the situation.

11. Commit to continuous improvement of the Board through annual self-evaluation and ongoing professional development.
12. Keep up-to-date on developments in education, charter school issues, and addiction recovery.
13. Follow confidentiality policies.
14. Refrain from making special requests of the staff.

Printed Name

Signature

Date

Primary Board Responsibilities

As the school's public agents, the Board is legally and ethically responsible for ensuring the school's academic achievement, organizational viability, and adherence to the terms of its charter. The Board asserts much of its leadership through its policy-setting responsibilities. Board-level policies allow the school to operate effectively and efficiently in pursuit of its mission by establishing clear frameworks for the implementation of the school's work. All powers of the Board lie in its collective action.

The Board's primary roles and responsibilities include the following:

1. **Determine the school's mission and purpose**
It is the board's responsibility to create and review a statement of mission and purpose that articulates the school's goals, means, and primary constituents served.
2. **Select the Executive Director.**
Boards must reach consensus on the Executive Director's responsibilities and undertake a careful search to find the most qualified individual for the position.
3. **Provide proper financial oversight.**
The board must assist in developing the annual budget and ensuring that proper financial controls are in place.
4. **Ensure adequate resources.**
One of the board's foremost responsibilities is to provide adequate resources for the school to fulfill its mission.
5. **Ensure legal and ethical integrity and maintain accountability.**
The board is ultimately responsible for ensuring adherence to legal standards and ethical norms.
6. **Ensure effective organizational planning.**
Boards must actively participate in an overall planning process and assist in implementing and monitoring the plan's goals.
7. **Recruit and orient new board members and assess board performance.**
All boards have a responsibility to articulate prerequisites for candidates, orient new members, and periodically and comprehensively evaluate its own performance.
8. **Enhance the school's public standing.**
The board should clearly articulate the school's mission, accomplishments, and goals to the public and garner support from the community.
9. **Determine, monitor, and strengthen the school's programs and services.**
The board's responsibility is to determine which programs are consistent with the school's mission and to monitor their effectiveness.
10. **Support the Executive Director and assess his or her performance.**
The board should ensure that the Executive Director has the moral and professional support he or she needs to further the goals of the school.

[End of Document]

Attachment B

CSA Board Conflict of Interest Policy and statements from current Board members – documents begin on the next page



**Colorado SKIES Academy
Charter School
2020-2021 Conflict of Interest Policy**

CONFLICTS OF INTEREST. The School shall not contract with a Board member, or an entity related to a Board member, unless it complies with the statutory conflict of interest requirements set forth in C.R.S. § 7-128-501, as amended from time to time. A Board member has a conflict of interest if the transaction is a “conflicting interest transaction,” as defined in said statute, and additionally if he or she will financially benefit from such transaction or has a personal interest in any matter faced by the Board. If a Board member has a conflict of interest, that Board member shall fully disclose the nature of the conflict of interest and withdraw from discussion, lobbying, and voting on the matter. Any vote involving a potential conflict of interest shall be approved only when a majority of disinterested Board members determine that it is in the best interest of the School to do so.

Signature of acknowledgement and commitment to adhere to the Colorado SKIES Academy Board of Directors Conflict of Interest Policy:

Signature: _____

Date: _____



**Colorado SKIES Academy
Charter School
Board Member Certification Form
Conflict of Interest**

Note: The purpose of this document is to provide disclosure. The Colorado Skies Academy Charter School ("the School") Board operates according to its own Bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District,

If the answer to this question is yes, please provide details of the agreement.

Background

Full Legal Name: _____Christa Coryell

I affirm that I am at least 18 years of age by the date of appointment to the CSA School Board.

Indicate whether you have ever been convicted or plead "no contest" of one or more of the following:

- a misdemeanor related to honesty or trustworthiness.
- a felony
- or any criminal offense involving children,

Yes, or Does NOT apply to me

ANSWER: DOES NOT APPLY TO ME

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

4, 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 US, attorney general or the attorney general of any state, a US. 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 for-profit entity or as an executive of such entity,

Yes, or Does not apply to me

ANSWER: DOES NOT APPLY TO ME

If the answer to this question is yes, please provide details of the agreement.

Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors, or agents of that provider. If the answer is in the affirmative, describe any such relationship.

I/we do not know of any such persons.

Yes

ANSWER: I/we do not know of any such persons

Conflicts for Schools Contracting with an Educational Service Provider

- 1, Indicate whether you, your spouse, or other immediate family members have, anticipate in the future, or have been offered direct or indirect ownership, employment, contractual, or management interest in the provider. For any interest indicated, please provide a detailed description.

ANSWER: I/we have no such interest.

2. 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.

ANSWER: I/we do not anticipate conducting any such business.

Other

1. I affirm that

- I have read the School's Bylaws and conflict of interest policies.
- I certify to the best of my knowledge and ability that the information I am providing to the District in regard to my application to serve as a member of the board of directors of the Colorado Skies Academy Charter School is true and correct in every respect.

Signature Christa Coryell

Date 08/26/2021



**Colorado SKIES Academy
Charter School
Board Member Certification Form
Conflict of Interest**

Note: The purpose of this document is to provide disclosure. The Colorado Skies Academy Charter School ("the School") Board operates according to its own Bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District,

If the answer to this question is yes, please provide details of the agreement.

Background

Full Legal Name: MARK A. VAN TINE

I affirm that I am at least 18 years of age by the date of appointment to the CSA School Board.

Indicate whether you have ever been convicted or plead "no contest" of one or more of the following:

- a misdemeanor related to honesty or trustworthiness.
- a felony
- or any criminal offense involving children,

Yes or Does NOT apply to me

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

4, 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 US, attorney general or the attorney general of any state, a US. 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 for-profit entity or as an executive of such entity,

Yes, or Does not apply to me

If the answer to this question is yes, please provide details of the agreement.

Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors, or agents of that provider. If the answer is in the affirmative, describe any such relationship.

I/we do not know of any such persons.

~~Yes~~

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or other immediate family members have, anticipate in the future, or have been offered direct or indirect ownership, employment, contractual, or management interest in the provider. For any interest indicated, please provide a detailed description.

I/we have no such interest.

~~Yes~~

2. 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.

I/we do not anticipate conducting any such business.

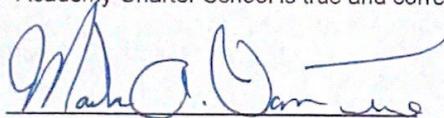
~~Yes~~

Other

1. I affirm that

- I have read the School's Bylaws and conflict of interest policies.
- I certify to the best of my knowledge and ability that the information I am providing to the District in regard to my application to serve as a member of the board of directors of the Colorado Skies Academy Charter School is true and correct in every respect.

Signature



Date

9/23/2021



**Colorado SKIES Academy
Charter School
Board Member Certification Form
Conflict of Interest**

Note: The purpose of this document is to provide disclosure. The Colorado Skies Academy Charter School ("the School") Board operates according to its own Bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District,

If the answer to this question is yes, please provide details of the agreement.

Background

Full Legal Name: Ralph Scott Forsythe

I affirm that I am at least 18 years of age by the date of appointment to the CSA School Board.

Indicate whether you have ever been convicted or plead "no contest" of one or more of the following:

- a misdemeanor related to honesty or trustworthiness.
- a felony
- or any criminal offense involving children,

Yes or Does NOT apply to me

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

 Does not apply

4, 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 US, attorney general or the attorney general of any state, a US. 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 for-profit entity or as an executive of such entity,

Yes, or Does not apply to me

If the answer to this question is yes, please provide details of the agreement. Does not apply

Disclosures for Schools Contracting with an Educational Service Provider

- 1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors, or agents of that provider. If the answer is in the affirmative, describe any such relationship.

I/we do not know of any such persons.

Yes

Does not apply

Conflicts for Schools Contracting with an Educational Service Provider

- 1, Indicate whether you, your spouse, or other immediate family members have, anticipate in the future, or have been offered direct or indirect ownership, employment, contractual, or management interest in the provider. For any interest indicated, please provide a detailed description.

I/we have no such interest.

Yes

Does not apply

- 2. 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.

I/we do not anticipate conducting any such business.

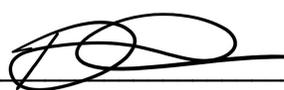
Yes

Does not apply

Other

- 1. I affirm that

- I have read the School's Bylaws and conflict of interest policies.
- I certify to the best of my knowledge and ability that the information I am providing to the District in regard to my application to serve as a member of the board of directors of the Colorado Skies Academy Charter School is true and correct in every respect.

Signature  _____

Date 5/3/22 _____

Attachment C

CSA Family Guidebook – document begins on the next page



COLORADO
SKIES
ACADEMY

2022-2023

Family Guidebook

CSA Board Approved August 2022

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Introduction

Welcome to Colorado SKIES Academy Charter School! Colorado SKIES Academy (CSA) is an aerospace-focused middle school. At CSA, we inspire

successful careers in the aerospace industry with an academically rigorous, project-based curriculum that prepares learners for advanced secondary and post-secondary choices.

You are part of a ground-breaking, innovative program designed to meet your child's individual needs and to foster in them a love of learning and the desire to be a leader of the future. Colorado SKIES Academy Charter School may be different from some of your child's previous educational experiences.

First, your child will participate in an interdisciplinary academic learning environment where they will make connections among various areas of study including language arts, history, science, the arts and technology. This setting will allow your child to move at his/her own pace through inquiry-based learning strategies.

Your child will also learn experientially through many field trips visiting local parks, organizations, businesses, and museums. Participation in these experiences will help your child apply his/her classroom learning.

Finally, your child's growth will be measured along a continuum and in a variety of ways that demonstrate learning. In essence, your child will be empowered to take ownership of their learning experience.

Your experience as a parent at Colorado SKIES Academy may also be different from what you have experienced at your child's previous schools. To make the transition a smooth one for your learner(s) and yourself, we encourage families to keep updated and informed about school events and parent programs. We encourage and depend upon our parents to be actively engaged both in and outside of their learner's classroom.

You will work harder here as a parent, but your rewards will be tenfold. If you feel that you need support in any given area, please do not hesitate to ask for a meeting with your child's classroom facilitator, or another adult on campus who can advocate for you or your child.

We work as a team in this environment and the only effective way to do so is to communicate and ask questions. The Family Guidebook is designed to share the Colorado SKIES Academy philosophy and create a partnership with you.

Mission & Vision

Vision: Colorado SKIES Academy envisions being a middle school dedicated to fostering creative, innovative, and critical thought through an aerospace focused curriculum. We see all learners being provided with the opportunity to explore, develop, and achieve their dreams in aerospace and beyond. Our school will produce successful and fearless young leaders who demonstrate integrity, grit, and honesty through academic excellence.

Mission: Colorado Skies Academy will inspire learners to take flight academically and personally through relevant project based learning instruction. Using comprehensive STEAM and SEL programs, our young people will be prepared to pursue goals and succeed in future educational endeavors and careers. They will create meaningful aerospace connections and develop positive relationships to support their journey.

Colorado SKIES is...

- A diverse and inclusive culture
- Social-emotional learning
- Diversity, Equity, and Inclusion
- Empowering learners to find their passions in aerospace and engineering
- Hands-on relevant project-based learning

Methodology

Project-Based Learning (PBL) Over the past 100 years, the world we live in has radically changed. If we, as a society are going to keep up, the way we educate our children must also change. PBL is a teaching methodology that actively engages learners by challenging them to deeply investigate a personally interesting and complex interest area.

Project-Based Learning's time has come. The experience of thousands of teachers across all grade levels and subject areas, backed by research, confirms that PBL is an effective and enjoyable way to learn and develop deeper learning competencies required for success in college, career, and civic life. Why are so many educators across the United States and around the world interested in this teaching method? The answer is a combination of timeless reasons and recent developments. Through the PBL methodology, our learners develop the skills,

aptitudes, and attitudes necessary to discover their own paths and lead the way into the future. The development of rigorous, authentic projects help learners bridge the gap between simply remembering instructions and becoming independent lifelong learners.

PBL makes school more engaging for learners. Today's learners, more than ever, often find school to be boring and meaningless. In PBL, learners are active, not passive; a project engages their hearts and minds and provides real-world relevance for learning.

PBL improves learning. After completing a project, learners understand content more deeply, remember what they learned, and retain it longer than is often the case with traditional instruction. Because of this, learners who gain content knowledge with PBL are better able to apply what they know and can do to new situations.

PBL builds success skills for college, career, and life. In the 21st century workplace and in college, success requires more than basic knowledge and skills. In a project, learners learn how to take initiative and responsibility, build their confidence, solve problems, work in teams, communicate ideas, and manage themselves more effectively.

PBL helps address standards. The Common Core and other present-day standards emphasize real-world application of knowledge and skills, and the development of successful skills such as critical thinking, problem solving, collaboration, communication in a variety of media, speaking, and presentation skills. PBL is an effective way to meet these goals.

PBL provides opportunities for learners to use technology. Learners are familiar with and enjoy using a variety of tech tools that are a perfect fit with PBL. With technology, facilitators and learners can not only find resources and information to create products, but also collaborate more effectively and connect with experts, partners, and audiences around the world.

PBL makes teaching more enjoyable and rewarding. Projects allow teachers to work more closely with active, engaged learners completing high-quality, meaningful work, and in many cases, rediscover the joy of learning alongside their learners.

PBL connects learners and schools with communities and the real world. Projects provide learners with empowering opportunities to make a difference, by

solving real problems and addressing real issues. Learners learn how to interact with adults and organizations, are exposed to workplaces and careers, and can develop career interests. Parents and community members can be involved in projects.

Not just knowing but also DOING. PBL allows learners to apply their learning in real-world scenarios.

High levels of engagement. PBL gives learners a voice in their own education, activating their interest, which allows for greater and deeper learning!

True learning. PBL allows us to teach, observe, and measure growth of marketable 21st Century skills such as communication, critical thinking, and collaboration.

Focusing on your learner, not the curriculum, brings learning to life. PBL develops self-empowered learners who can analyze the world they live in, design a better tomorrow, and go create it!

***What is PBL? and PBL Outcomes** from [Buck Institute](#)

Curriculum

The research-based instructional approach of Project Based Learning at CSA is differentiated to engage learners through hands-on, serious, authentic experiences across subject areas. This methodology allows facilitators to address learners' individual differences, variations in learning styles, intelligence and abilities. Rather than rely on any one series of books, textbooks, or guides, we employ multiple materials, resources, and strategies to best meet the needs of individual learners.

Curriculum is implemented with the following best practices in education:

- **Global Understanding:** 21st Century learners are faced with the challenge of engaging in an increasingly interdependent world where knowledge is constantly developing and evolving. Rigorous curriculum covering global connectivity will give learners a sense of belonging in our ever-changing world and prepare them to thrive in the global marketplace upon graduation and post-college. Exploring diverse cultures will give learners a positive attitude toward learning and greater understanding of the world around them.

- **Engaging Curriculum:** Our curriculum delivers the Colorado state standards through relevant learning experiences that engage learners' interests as they discover underlying concepts and develop a deep understanding of subject matter. Learners are active participants in meaningful exploration, and they engage in hands-on activities and experiences that build on their prior knowledge. Projects are used as a teaching tool to focus on higher order thinking and real-world skills. We will encourage learners to apply their understanding in projects that gradually introduce more complexity and more learner-driven choice of topics and products. The goal is to foster self-motivation and self-directedness, as each learner discovers his/her unique strengths.

Individualized Learning Plans (ILPs) & Learner Led Conferences (LLCs)

Each year, learners along with their facilitator(s) create an ILP to guide instruction. Each learner, along with their family and facilitator, work together to monitor the ILP and make adjustments, as needed. The primary goal of the ILP is to ensure that each child will be treated as an individual and therefore will be working toward attainable goals appropriate to their individual development.

Throughout the year, learners will review learning outcomes and set individual goals. They will learn to evaluate their progress toward those goals, starting at a basic level when they are younger and improving their ability to self-assess over time. Throughout the year, learners will meet with their facilitators and their parent(s) to look critically at what they have accomplished both in formal settings as well as at home with their families.

At the end of both fall and spring semesters, our learners will present their progress in the LLC Presentations. Portfolio-based LLCs will help ensure that learners are accountable to themselves, their families, their teachers, and the school community as a whole. Additionally, the experience creates a powerful incentive for learners to develop their skills, through the communication of high expectations, public display of meaningful work, and opportunities to showcase talents in modalities that best suit learners' distinct learning styles.

Learner Conduct Expectations for School Behavior

Colorado SKIES Academy strives to present our learners with opportunities that exceed those available at most traditional schools. Our learners also accept a sense of responsibility that in many ways exceeds that which is expected at a traditional school. We expect each child to do their best, both academically and behaviorally. If there's a problem, we personally speak with the learner, discuss the options for making good decisions, set appropriate consequences, and strive to help the learner internalize the importance of taking responsibility for their own learning and behavior. As a framework for this, we have expected learning results. At CSA we utilize Love and Logic® to embrace each learner's uniqueness while modeling and expecting appropriate behavior.

CSA expectations for school behavior are:

- I will do nothing to harm myself or others
- I am responsible for my behavior
- We are each other's keepers
- I take pride in myself and in my work
- I will leave it better than I found it
- I will follow all expectations as defined in the CSA Behavior Matrix [Learner/Staff Expectations Matrix](#)

At the beginning of the school year, and at intervals throughout the year, we discuss these goals and principles with the learners, come to a common understanding of what they mean and why they are important, and then help our learners to incorporate them into their daily lives. Parents are encouraged to participate in the Love and Logic® courses offered at CSA throughout the year.

Consequences

In addition to Love and Logic, our school focuses on **Restorative Practices**. This is an approach to resolving conflict and is used for preventative measures. Restorative Practices refer to a range of approaches including talking circles and peer mediation and utilizes strategies to rebuild relationships. There are appropriate consequences for not adhering to the behavior guidelines. Along with the Restorative Practice approach, family and staff will work together to make decisions that are in the best interest of the child. The following are examples of consequences that allow flexibility for individuals and varying situations.

- **Warning and reminder:** This may take place in or out of the classroom. Learners will meet with a CSA staff member to implement to the [School-Wide Behavior Expectations](#) plan.
- **Reflection time:** This allows children to cool off and the situation to diffuse before it becomes a larger issue. A reflection time may take place in the office or outside of a classroom.
- **Respectful, related consequence:** This step allows the flexibility for a child or adult-created consequence. For instance, if a child wrote on a table, the consequence may be to clean the tables.
- **Disciplinary referral to the office:** This consequence reflects the seriousness of the situation. At this time, the learner will meet with an administrator, describe what happened, what she or he could have done differently, and what could prevent this from happening again.
- **Suspension/parental supervision:** The child would not be allowed to attend school. This would include extra-curricular activities during the suspended time period. Coursework must still be completed independently and in a timely way.

CSA adheres to the State's Conduct Code and Related Policies—A Guide for Parents and Learners. Additionally, CSA follows specific administrative policies developed to enforce behavioral expectations. Pursuant to Colorado statute 22-33-106, serious violations in a school building or in or on school property shall result in mandatory expulsion. CSA learners being recommended for expulsion by the Director, for any reason, shall be referred first to the CSA Board of Directors. The Director shall have the authority, pursuant to Colorado statute 22-33-106, to suspend a learner. The CSA Board President shall be notified when an out-of-school or in-school suspension of more than 5 school days is given or receives any suspension where the aggregate days of suspension total more than 5 in one school year.

CSA enforces a fair but strict discipline policy. Consequences shall be immediate and relevant. A safe environment that is conducive to learning is of the utmost priority. All policies shall be in accordance with state and federal law. According to Colorado statute 22-33-106, a learner is defined as habitually disruptive after three or more significant instances of discipline. This may result in immediate suspension or recommendation for expulsion.

Grounds for Suspension, Expulsion, and Refusal of Admission. Specific grounds for suspension, expulsion and denial of admission are found in CRS 22-33-106. The federal Gun Free School Act requires mandatory expulsion for one calendar year and referral to law enforcement for bringing or possessing a firearm at school.

A child with a disability may not be expelled if the actions are a manifestation of the child's disability.

The following shall be grounds for suspension or expulsion of a child from a public school during a school year:

Behavior on or off school property which is detrimental to the welfare or safety of other pupils or of school personnel;

Serious violations in a school building or in or on school property, including, but not limited to, carrying, bringing, using, or possessing a deadly weapon as defined in section 18-1-901 (3)(e), C.R.S., the sale of a drug or controlled substance as defined in section 12-22-303, C.R.S., or the commission of an act which if committed by an adult would be robbery pursuant to part 3 of article 4 of title 18, C.R.S., or assault pursuant to part 2 of article 3 of title 18, C.R.S., for which suspension or expulsion shall be mandatory;

- Repeated interference with the school's ability to provide educational opportunities to other learners;
- Having been expelled from any school district during the preceding twelve months;
- Behavior in another school district during the preceding twelve months that is detrimental to the welfare or safety of other pupils or school personnel.
- No suspension shall exceed five (5) school days.
- The administrator must directly contact the parent/guardian regarding the learner suspension and reasons why.
- The learner must be given the right to appear at a conference before the Administrator. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against them, and shall be given the opportunity to present their version and evidence in their defense.
- A written notice of suspension must be sent or given within one school day to the parent, guardian, or custodian of the learner. The notice must contain the reasons for the suspension and the right of the learner to appeal the suspension.

- A parent/guardian has the right to appeal the suspension, which must be submitted, in writing, to the Administrator within fourteen (14) calendar days of the written notice of suspension. The Administrator shall immediately forward this written appeal to the appeals officer assigned by CSA Board of Director's designee.

Note: A learner under a suspension shall have the right to make up all academic work missed. From the day they return to school, the number of days given to accomplish this make-up work shall equal the number of suspension days.

Learner Search: The School Director or administrative designee may search the person of a learner, the learner's locker, backpack or purse if there is a reasonable suspicion to believe the learner may have a concealed weapon, narcotics, stolen property, or contraband. [U.S. Supreme Court Case: New Jersey v. T.L.O. (1985) 469 U.S. 325]

Electronic Nicotine Delivery Systems (E-CIGARETTES):

The School District prohibits the use of electronic nicotine delivery systems (ENDS) such as e-cigarettes, hookah pens, cigarillos, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products on all district property and in district vehicles at all times. ENDS are often made to look like cigarettes, cigars and pipes, but can also be made to look like everyday items such as pens, asthma inhalers, and beverage containers. These devices are not limited to vaporizing nicotine; they can be used to vaporize other drugs such as marijuana, cocaine, and heroin. Learners using, in possession of, or offering, arranging or negotiating to sell ENDS can be subject to disciplinary action, particularly because ENDS are considered drug paraphernalia, as defined by 11014.5 of the Health and Safety Code.

Release of Learner to Peace Officer:

If a CSA official releases your learner from school to a peace officer for the purpose of removing them from the school premises, the school official shall take immediate steps to notify you or a responsible relative of your learner, except when a learner has been taken into custody as a victim of suspected child abuse. In those cases, the peace officer will notify the parent or guardian. [EC 48906; PC 11165.6]

Parent Responsibility:

Parents or guardians are liable for all the damages caused by the willful misconduct of their minor children, which result in death or injury to other learners, school personnel, or school property. Parents are also liable for any school property loaned to the learner and willfully not returned. If your child commits an obscene act or engages in habitual profanity or vulgarity, disrupts school activities, or otherwise willfully defies the authority of school personnel, and is suspended for such misconduct, you may be required to attend a portion of a school day in your child's classroom. [EC 48900.1]

Social and Emotional Learning (SEL)

It takes more than book-smarts to be an effective leader in the 21st century. Today's leaders must possess the ability to successfully manage themselves and others. In the digital world we live in, these vital skills are becoming more and more scarce. If schools are not teaching them, we are not preparing our learners. Social and Emotional Learning (SEL) teaches learners to manage their emotions, resolve conflict, and make responsible and well thought out decisions.

Implementation and evaluation (assessment) of SEL has become an integral part of our approaches to teaching and learning through Project-Based Learning. Based on practices such as [the 7 Habits of Highly Effective People/Kids/Teens®](#) (Stephen/Sean Covey) and [Character Lab®](#) aspects (Learner Outcomes), we measure and report SEL progress as part of every project, ILP (Individualized Learning Plan) goals, and Reports of Progress. We have also developed SEL and Academic Rigor rubrics that add a well-balanced approach to mindfulness and reflective practice for facilitators, learners, parents, and administrators. Other elements for SEL implementation, practice, and assessment include: Learner Led Conferences (LLCs); Presentations of Learning (POLs); Passion Projects; Advisory Program; Learner Driven Ambassador Groups and Class Greeters.

Bullying Prevention and Education

CSA supports a secure school climate, conducive to teaching and learning that is free from threats, harassment, and any type of bullying behavior. The purpose of this policy is to promote consistency of approach and to help create a climate in which all types of bullying are regarded as unacceptable. Bullying is the use of coercion or intimidation to obtain control over another person or to cause physical, mental or emotional harm to another person.

Bullying can occur through written, verbal, or electronically transmitted expression or by means of a physical act or gesture. Bullying is prohibited

against any learner for any reason, including but not limited to any such behavior that is directed toward a learner on the basis of their academic performance, or any basis protected by federal and state law, including disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry or the need for special education services, whether such characteristic(s) are actual or perceived.

Bullying is prohibited on CSA property or CSA-sanctioned activities and events, or off school property when such conduct has a nexus to CSA or any CSA curricular or non-curricular activity or event.

A learner who engages in any act of bullying and/or a learner who takes any retaliatory action against a learner who reports in good faith an incident of bullying, is subject to appropriate disciplinary action including suspension, expulsion, and/or referral to law enforcement authorities. Bullying behavior that constitutes unlawful discrimination or harassment shall be subject to investigation and discipline under related CSA policies and procedures. Learners targeted by bullying when such bullying behavior may constitute unlawful discrimination or harassment also have additional rights and protections under Board policies and procedures regarding unlawful discrimination and harassment.

[Behavior Plan](#)

CSA Anti-Bullying Program

The CSA Anti-Bullying program contains many key elements. Several are related to creating a positive atmosphere at school that encourages all learners to treat each other fairly and with kindness. There are also components that are related to discipline that will be used if one learner bullies another. CSA employs an anti-bullying program and curriculum.

Squadron Members

Every CSA learner is part of a squadron (classroom group). Each squadron focuses on building a sense of community within our school. This is fostered through our Advisory class periods as well as the leadership embedded content. Our goal is for all CSA learners to learn leadership and conflict resolution skills in order to help their CSA community.

Bias Incident Response Protocol

Colorado Skies Academy (CSA) is committed to providing a safe learning environment for all learners, facilitators, and staff.

The aim of this **Bias Incident Response Protocol** is to provide the means by which alleged incidents of bias at CSA will be reported and addressed.

Purpose

This protocol outlines an organized response to reported bias incidents that occur within the Colorado Skies Academy community involving learners, facilitators, and staff. The primary focus of this document is to outline a set of responses that will provide assistance and support for targeted individuals and groups who are harmed by a bias incident.

The primary objectives of the Bias Incident Response Protocol process are to achieve the following:

- Support the well-being of all CSA learners, facilitators, and staff
- Offer learners, facilitators, and staff consistent and efficient means to report alleged bias incidents
- Provide immediate and direct support to learners, facilitators, and staff who have experienced a bias incident
- Provide an appropriate response to the CSA community
- Document and monitor all bias incidents to respond appropriately and to identify incident trends
- Use cumulative bias report information as a basis to develop comprehensive and effective intervention and prevention strategies
- Reaffirm CSA's strong commitment to integrity, honesty, respect and support for an inclusive community

Definitions

Bias Incident: an act - either verbal, written, physical, non-verbal or psychological - that threatens or harms a person or group on the basis of actual or perceived disability, race, creed, color, religion, sex, sexual orientation, marital status, familial status, national origin and ancestry, gender expression, and gender identity.

Bias can include: name-calling, slurs, or casual putdowns regarding race, ethnicity, gender, size, abilities, perceived sexual orientation or gender identification. It can be blatant, such as a hate symbol drawn on a desk or subtle like rumors texted from person to person. In some cases, intent is obvious, in others it may be the result of ignorance rather than malice. What matters is *impact*: these behaviors can cause fear, damage and injury to individuals and the entire school community.

Principles of BIAS Reporting

Prevention: Stop it before it starts.

Actions, which are motivated by hatred toward others on the basis of actual or perceived disability, race, creed, color, religion, sex, sexual orientation, marital status, familial status, national origin and ancestry, gender expression, and gender identity must be made known to CSA to aid in prevention of bias incidents.

Monitoring: Know the trouble spots.

Identification of issues and indicators, which may give rise to actions motivated by bias, is critical to prevention efforts.

Responding to bias incidents conveys important messages about our school's culture and values. Effective responses communicate that our school community not only values holistic education but is committed to protecting historically marginalized people, whether they are widely represented in our school community or not.

Questions for Ongoing Review:

- Are we fostering a culture where learners feel comfortable discussing bias incidents with school facilitators and staff?
- Do learners know what to do when an incident occurs? Are there trusted adults in the building to whom they can turn for help?
- Is our reporting mechanism safe, confidential and anonymous (if desired)?
- Does our reporting ensure safety and inclusion for vulnerable learners?

- Do facilitators and staff know what to do when an incident is reported to them?
- Is there clarity among facilitators and staff with respect to who reviews and investigates reports?
- Beyond administering corrective action and intervention, how can we continue to educate the learners who perpetrate bias incidents?

Response: Manage the situation when a bias incident occurs.

Timely and accurate reporting of and intervention in a bias incident and response to the individuals/community involved is required when an incident occurs.

1. Put safety first.
2. Stop biased, harmful language and actions in the moment by using Compassionate Dialogue. Your response can be coupled with longer conversations and contextualized lessons in the future in partnership with the Equity Learning Team.
3. Provide comfort and aid to learners who were targeted and impacted. Provide space for them to process their emotions. Ensure they are heard and seen.
4. Isolate the offenders as necessary.
5. Protect confidentiality and the rights of all involved parties, including the learner(s) allegedly responsible for the bias incident.
6. Contact the CSA director or members of the Equity Learning Team. These staff members will be the first point of contact, responsible for investigating the initial report and making recommendations for resolution.

Every reported incident will be responded to in a serious manner to reassure the CSA community that biased language and actions are unacceptable. The impact of an incident on our school community—and therefore our response—will vary based on the type of bias and the method of dissemination.

Questions for Consideration:

- Does the incident involve an imminent threat to learner safety or the safety of others? If so, do school safety resources need to be activated?
- Who needs to be included in the response to this incident?
- Do staff, families, community organizations, media and/or others need to be involved from the onset?
- Who is reaching out to those who are impacted, and how?
- How will we ensure that those who are impacted feel safe and that their needs are addressed?
- How will we ensure transparency about the investigation without compromising confidentiality and safety?

Reporting: Ensure that facts of a bias incident are reported to the appropriate individuals.

By reporting a bias incident, appropriate personnel can respond and provide support, intervention, and education. In addition, reporting bias incidents informs systemic school supports and interventions.

If you believe you have experienced or witnessed a bias incident, you may report the incident, in person, by phone, or via email to the CSA Director or any member of the Equity Learning Team.

Individuals may also report an alleged bias incident online using a reporting form (Anonymous Reporting at Navaid) at this link: [HERE](#).

This form will go to the CSA Director for review and will be shared with the Equity Learning Team.

The Equity Learning Team is charged with responding to reported bias incidents, following the protocols detailed in this document, supporting the persons harmed, making recommendations for corrective action and intervention for the perpetrator(s), and communicating information to the CSA community. The Equity Learning Team will take reported issues seriously, invest the time to listen before engaging in problem-solving and maintain confidentiality whenever possible.

Investigation: Investigate all allegations of bias incidents swiftly, thoroughly and seriously. No two incidents are exactly alike. Approach each case individually.

The CSA Director and Equity Learning Team will carry out a thorough investigation, and provide resources to support it:

- Identify participants
- Collect and confiscate all physical evidence. Secure in a locked cabinet.
- Photograph all physical evidence.
- Conduct search when appropriate, using “reasonable suspicion” criteria
- Identify and interview all witnesses as soon as possible to collect fresh recollections. (Use CSA witness statement/report document.)
- Investigate the incident with an eye toward whether it is part of a larger pattern.
- Obtain written statements, make sure to have the witness sign and date the form.
- Document all conversations, with all parties, related to incident investigation.

Note: While it is necessary to be alert to bias or bigotry in any learner conflict, it is also important not to jump to conclusions before facts are gathered. Not every conflict involving learners of different races is motivated by racial bias, for example.. Younger learners may make bigoted comments or carry out other apparent acts of bias without understanding the full significance of his or her actions. We will approach each incident with an open mind, and ask questions to determine if a learner was acting out of ignorance rather than malice. This understanding will help us frame our response to the incident.

Communication: Silence or a lack of response allows fear, confusion, misinformation and distrust to grow

When a bias incident affects the school:

- Determine who in the school community needs to be informed.
- Describe the nature of the incident (e.g., “swastika on the bathroom wall”). Be transparent and specific. If slurs or offensive language were

used, make sure to use censored words (for example, r-word) so as to not perpetuate the harm.

- Use thoughtful, inclusive language, and choose terms that respect how affected communities self-identify.
- Denounce the incident and reaffirm our school's values.
- Protect the identities and rights of the learners involved.
- When appropriate, announce an immediate investigation of the incident.
- When ready, present a clear plan of action moving forward.
- State what steps the school has taken in response to the incident (meetings with the learners and families, counseling for learners, types of corrective actions and interventions associated with the type of incident, discussions with facilitators and other staff about school climate and support needs).
- Emphasize that discipline will be handled in an equitable manner appropriate to the offense based on school policy and educational code.
- Indicate if the incident and aftermath surfaced a need for more work to be done, particularly in the areas of Diversity, Equity, and Inclusion.
- Provide opportunities for all members of the school community to discuss and process their thoughts and feelings about the incident and bias more generally

Restoration: Leverage opportunities for healing as part of the response.

- Restoration enables the development of new prevention strategies and ways to improve school climate and culture.
- Utilize community and restorative circles in the healing process.
- Coordinate disciplinary, behavioral and educational interventions for learners responsible for the bias incident. Equitable corrective actions and interventions for the perpetrator(s) will be issued in a manner appropriate to the offense based on school policy and educational code.
- Review and update policies and protocols based on lessons learned.

Restorative Justice:

The goal of restorative justice (RJ) practices is to support the social and emotional well-being of our learners. There are two components of restorative justice:

1. **Proactive Circles** are class-wide discussions that provide learners with an outlet, allow them to develop empathy and compassion and make connections with other learners. The circles also give facilitators an opportunity to identify learners who need additional support.
2. **Conflict Resolution** is another component of restorative justice. These structured conversations allow learners to work through a conflict in a positive and collaborative way. There are two outlets for this resolution.
 - a. Learners may request mediation through a facilitator.
 - b. Facilitators or administration may determine a restorative justice meeting is needed.

Safe2Tell:

Colorado SKIES Academy uses the district Safe2Tell program. Safe2Tell allows learners to anonymously report anything that concerns or threatens them, their friends, their family or their community. The number to make that call is 1-877-542-7233. Learners or community members can make an anonymous tip on the website, located at: [Safe2Tell](#).

Digital Citizenship:

CSA supports digital citizenship and 21st Century skills, utilizing Common Sense Education for middle learners.

Expectations & Guidelines

Academic Honesty:

The school expects learners to do their own work and to succeed in school by their own efforts. Academic dishonesty includes using someone else's answers, writings, or ideas and submitting the work as their own. It also involves using answer keys, teacher's editions, the internet, and/or a mobile device to find answers without permission. Additionally, providing answers or allowing someone to use their work is not allowed. For any learner caught plagiarizing (copying) the writings or ideas of another, providing work for another to copy, or cheating by any other means, disciplinary actions will be taken as deemed appropriate by the facilitator and/or School Director or designee.

CSA Dress Code:

Colorado SKIES Academy learner Dress Code supports equitable educational access and does not reinforce stereotypes. To ensure effective and equitable enforcement of the Dress Code, CSA staff shall enforce the Dress Code

consistently, so that it does not reinforce or increase marginalization or oppression of any group based on race, gender, ethnicity, religion, sexual orientation, household income, gender identity, or cultural observance. Learners attending the school do lots of walking, running, sitting on the carpet, art, etc. Therefore, our parents and learners have found that loose-fitting, comfortable clothing and closed-toed sneakers or comfortable walking shoes work best at our school. Learners will also participate in Physical Education Courses and will need clothing that is appropriate for movement. Clothing is expected to be modest, unbiased, and refrain from offense. Learners with inappropriate clothing or messaging will be asked to resolve the violation, to go to the office and change into CSA designated spirit wear, or call home for a change of clothing.

CSA Dress Code Basic Principle:

Certain body parts must be covered for all learners at all times. * *Clothes must be worn in a way that breasts, stomach, and buttocks are covered with opaque material. All items listed in the “must wear” and “may wear” categories are required to meet this basic principle.

Learners MUST wear, while following the basic principle:

- Shirt (with fabric in the front, back, and on the sides under the arms)
- Pants or the equivalent (e.g. a skirt, shorts, leggings, sweatpants, a dress)
- Shoes

Learners MAY wear, as long as these items don't violate the basic principal:

- Hats, including religious headwear Hoodie sweatshirts (hoods must be worn in a manner that does not cover the face)
- Ripped jeans (as long as underwear and/or buttocks are not exposed)
- Tank tops, including those with spaghetti straps
- Shirts that have off the shoulder sleeves
- Athletic attire
- Costumes that are pre-approved

Learners MAY NOT wear:

- Clothing illustrating references to the items below:
 - Drugs, Alcohol, Weapons, Gangs
- Racial/ethnic/sexual intimidation:

- Clothing with violent language or images, hate speech, profanity, or pornography
- Clothing that is sheer and shows visible undergarments
- Swimsuits (except as required in class or athletic practice)
- Accessories that could be considered dangerous or could be used as a weapon
- Sunglasses (while in the school building)
- Any item that obscures or hides the face (except as a religious observance or for health reasons)

Dress Code Enforcement:

The CSA Dress Code guidelines shall apply to regular school days as well as any school related events and activities. Any learner who violates the Dress Code will be asked to see the Director. The learner shall be required to change into appropriate clothing (school shirts can be provided) or make arrangements to have clothing brought to school immediately. Repeated failure to comply with the Dress Code may result in disciplinary consequences.

Emergency Procedures Building Emergency/Crisis:

CSA has a comprehensive plan for safety and security that is aligned to and in compliance with CCSD policies. If it becomes necessary to invoke a “lock-down” or a “secure perimeter,” the cooperation of parents is extremely important. No one will be allowed in or out of the building until a danger assessment is made and the situation is deemed safe--NO EXCEPTIONS. CSA completes an annual Readiness Emergency Plan (REM) that addresses all safety procedures and plans drills according to CCSD requirements.

After School Programs:

Colorado SKIES Academy offers after-school activities for CSA learners. The registration link will be shared in the Monday Message and on the [CSA website](#). During after school programs CSA learners are expected to adhere to all CSA expectations.

Field Trips:

CSA makes use of community and regional resources that support the curriculum. Parent permission is required for each learner, and some trips may require a fee to help offset admission charges or transportation costs.

Throughout the school year, learners will have the opportunity to take many trips, often planned through facilitator and parent collaboration. These trips are a part of CSA's project-based curriculum and may include walking trips, trips by private or school vehicles, and buses. Participation is a vital part of the learning process and is strongly encouraged. A walking field trip permission slip is completed as part of the enrollment packet. Signing the form indicates you have granted your child permission to participate in CSA's ongoing walking field trip program throughout the school year. This ensures CSA has parent permission for their child to walk to Wings Over the Rockies Exploration of Flight and within the vicinity of Centennial Airport, throughout the school year. Field trip permission slips will be required for all other field trips. Learners must have a permission slip on file in order to participate in a field trip.

Approved volunteers are encouraged to accompany learners on a field trip. Facilitators or CSA staff members will inform parents of the need for field trip volunteers in advance of each trip.

Food Allergies:

CSA recognizes that many learners are being diagnosed with potentially life-threatening food allergies. To address this issue and meet state law requirements concerning the management of food allergies and anaphylaxis among learners, we set forth the following requirements:

Health Care Plan:

The school nurse in conjunction with the learner's medical provider shall develop and implement a health care plan for each learner with a diagnosis of a potentially life threatening food allergy. Facilitators/staff are provided with food allergy information.

Reasonable Accommodations:

Reasonable accommodations shall be made to reduce the learner's exposure to agents that may cause anaphylaxis within the school environment.

Access to Emergency Medications:

Emergency medications for treatment of the learner's food allergies or anaphylaxis shall be kept in the school health clinic accessible to all school staff. The learner's parent/legal guardian shall supply the school with the medication needed for treatment of the learner's food allergies or anaphylaxis.

Staff Training:

All school staff receive training in emergency anaphylaxis treatment. The training prepares staff with a basic understanding of food allergies, the importance of reasonable avoidance of agents that may cause anaphylaxis, the ability to recognize symptoms of anaphylaxis, and the ability to respond appropriately when a learner suffers an anaphylactic reaction. The training also includes instruction in the administration of self-injectable epinephrine.

Forms:

All forms are under the Parent Tab on the [CSA website](#).

Grievances:

It is always our intent to resolve concerns in the simplest manner for all. If a parent has a classroom concern, it is expected that they will try to resolve the concern with the classroom facilitator. If the concern is not resolved, please bring your concern to the school administration. Every effort will be made to find a fair resolution through a personal conference or a meeting between the parties involved.

CSA Bias Responsive Policy:

Colorado SKIES Academy does not discriminate on the basis of race, color, national origin, sex, age or disability in admission to its programs, services or activities, in access to them, in treatment of individuals, or in any aspect of their operations. The lack of English language skills shall not be a barrier to admission or participation in the school's activities and programs. Colorado SKIES Academy also does not discriminate in its hiring or employment practices. This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to the designated compliance officer or directly to the U.S. Department of Education, Office for Civil Rights, Region VIII, Federal Office Building 1244 North Speer Blvd., Suite #310, Denver, CO 80204.

Health Information:

The health, safety and medical needs of learners are important for success at school. As such, the school has a health assistant and health office. The school

also contracts with a Colorado Department of Education (CDE) qualified registered nurse consultant to manage health/wellness services and standards and provide delegation. The nurse provides resources, training, screening, and medication/health oversight, and is available to discuss your child's needs and coordinate care. School health is a team effort in the school environment and research supports that health and academics are related. (CDC. (2014, May). [Health and Academic Achievement](#). School policies and practices for health services follow applicable current federal and state laws. Some of the Colorado governing bodies may include the local school district, Public Health (CDPHE), Department of Education (CDE), Board of Health, Board of Education, Board of Nursing, and the Department of Human Services (DHS), along with accrediting agencies and associations. Local governments may override some policies if/as necessary for public health. (6 CCR 1010-6, 6.3A3 pg.2).

Please complete a health history for your child each year, and refer to the Medication Administration Policy if medication is to be administered at school. If your child has a health condition and you choose to not share that information with the school, or you choose to not provide daily or emergency medication and applicable forms if needed or prescribed, the undersigned parent(s) or guardian(s) hereby agree to release the school and its personnel from any and all claim(s), which they now have or may hereafter have arising regarding the consequences of this choice, and are aware that 911 may be called in an emergency. A parent may request that the school take into consideration specific health needs of a learner and schedule a meeting to determine next steps.

There are three reasons to keep sick children at home:

1. The child does not feel well enough to participate comfortably in usual activities (such as extreme signs of tiredness, unexplained irritability or persistent pain).
2. The child requires more care than program staff is able to provide, without affecting the health and safety of other children.
3. The illness is on the list of symptoms or illness for which exclusion is recommended.

Children with the following symptoms or illness should be kept (excluded) from School:

SYMPTOM	Must a Child Be at Home?
DIARRHEA Frequent, loose or watery stools compared to child's normal pattern; not caused by diet or medication	Yes – if child looks or acts ill; if child has diarrhea with fever and behavior change; if child has diarrhea with vomiting; if child has diarrhea that is not contained in the toilet
FEVER with behavior changes or illness	Yes – when fever is accompanied by behavior changes or other symptoms of illness, such as malaise, rash, sore, throat, vomiting, etc.
FLU SYMPTOMS Fever over 100 F with a cough or sore throat. Other flu symptoms can include fatigue, body aches, vomiting and diarrhea	Yes – for at least 24 hours after there is no longer a fever, without the use of fever-reducing medicine.
COUGHING severe, uncontrolled coughing or wheezing, rapid or difficulty breathing Note: Children with asthma may be cared for in school with a written health care plan and authorization for medication/ treatment	Yes – medical attention is necessary
MILD RESPIRATORY OR COLD SYMPTOMS Stuffy nose with clear drainage, sneezing, mild cough	No – may attend if able to participate in school activities
RASH WITH FEVER Note: Body rash without fever or behavior changes usually does not require exclusion from school, seek medical advice	Yes – seek medical advice. Any rash that spreads quickly, has open, weeping wounds and/or is not healing should be evaluated
VOMITING Two or more episodes of vomiting in the past 24 hours	Yes – until vomiting resolves or a health care provider decides it is not contagious. Observe for other signs of illness and watch for signs of

	dehydration
CHICKEN POX	Yes – until blisters have dried and crusted (usually 6 days) if blister occurs after vaccination, refer to Health Dept Guidelines
CONJUNCTIVITIS (PINK EYE) OR Pink color of eye and thick yellow/green discharge	Yes – until 24 hours after treatment starts If your health provider decides not to treat your child, a note is needed
CROUP (SEE COUGHING)	No - Seek medical advice

SYMPTOM	Must a Child Be at Home?
COVID	Yes - Learners should stay home when they have signs of any infectious illness and be referred to their healthcare provider for testing and care. If a child tests positive for COVID the child should remain out of school for 10 days since symptoms first appeared and 24 hours with no fever without the use of fever-reducing medications and Other symptoms of COVID-19 are improving*
FIFTH'S DISEASE	No – child is no longer contagious once rash appears
HAND FOOT AND MOUTH DISEASE (Coxsackie virus)	No – may attend if able to participate in usual activities, unless the child has mouth sores and is drooling
HEAD LICE OR SCABIES	No - May return after treatment starts
HEPATITIS A	No - May return after treatment starts

HERPES	Yes – if area is oozing and cannot be covered, such as mouth sores
IMPETIGO	Yes – for 24 hours after treatment starts
RINGWORM	No - May return after treatment starts Keep area covered for the first 48 hours of treatment
ROSEOLA Note: A child with rash and no fever may return to school	Yes – seek medical advice
RSV (Respiratory Syncytial Virus) Note: A child does not always need to be excluded unless they are not well enough to participate in usual activities	No - Seek medical advice. Once a child in the group has been infected, spread of illness is rapid
STREP THROAT	Yes – for 24 hours after treatment starts and the child is able to participate in usual activities
VACCINE PREVENTABLE DISEASES Measles, Mumps, Rubella (German Measles), Pertussis (Whooping Cough)	Yes – until determined not infectious by the health care provider. Consult with the RN or Health Department.
YEAST INFECTIONS Including thrush or candida diaper rash	No – may attend if able to participate in school activities Follow good hand washing and hygiene practices

Please contact the school health assistant or the school nurse consultant with any questions or concerns for your child.

[Report an Absence](#)

CSA UNEXCUSED ABSENCE POLICY

1st Unexcused Absence: Administrator/Social Worker conferences with learners. Parents are contacted by the CSA office.

2nd Unexcused Absence: Administrator/Social Worker Conferences with learner and calls parent to inform him/her of the consequences.

3rd and Subsequent Unexcused Absences: Will result in increasingly serious consequences. Parents are contacted by the Administrator/Social Worker.

TARDIES

In an effort to improve the learning environment as well as reduce the impact of classroom disruptions, a single tardy can result in disciplinary action. In general, tardiness will be handled on a per- incident basis; multiple infractions will result in increasingly serious consequences.

Homework Policy:

As a school that utilizes the project-based learning model, Colorado SKIES Academy makes every effort to provide learners with ample time to complete their work in class. Any daily classwork not completed will be considered homework. We encourage homework to be self-driven, where learners WANT to do some additional research on a particular topic because they want to know more. We strive to create inquiring minds, ready and willing to ask questions and seek out the answers to those questions, to create truly life-long learners. We take every opportunity to prepare our learners for high school and careers and use classwork, homework, and make-up work as a time for learners to learn and practice time management, personal responsibility, and self-advocacy. If a learner is absent, we expect the learner to assume personal responsibility and to follow these steps the day they return to class:

- Access Schoology where class assignments and any handouts are available for the class time missed.
- Access PowerSchool to see when the assignment is due and/or if the assignment was turned in at the end of class.
- Discuss with the facilitator the scope of missing work and:
 - Establish the due date, providing a minimum of two (2) days to complete the assignment for every day absent.
 - Discuss next steps so the learner can stay current with the class. Identify any work time in class the learner can use to make up assignments. (Note: Class work time to make-up for missed work is not guaranteed.) The rest of the missing work will need to be completed at home in order to catch up with the rest of the class. We appreciate parent support when missed classwork needs to be completed at home.

- If a parent has any questions about what is missing, we ask parents to have their learner email the facilitator, and copy the parents, for further details about what work is missing. This helps learners build necessary communication skills, self-advocacy, and personal responsibility with parent support.

Absence/Make-Up Policy:

For every day a learner is absent, the learner will have a maximum of two (2) days to make up missing work. Facilitators use Schoology to post classwork, handouts, and assignments, and learners turn in much of their work in Schoology. Learners will additionally have assignment notebooks that will travel from school to home. It is the learner's daily assignment to record work, missing work and work not completed to take home and share with the learner's family. PowerSchool, our learner information system, documents graded assignments and missing assignments also. Colorado SKIES Academy provides time and opportunity for learners to demonstrate mastery by completing missed assignments and/or resubmitting low scoring assignments.

All work, including make-up work and/or resubmitted work should be turned in on the due date or within the two day make-up period unless the learner has permission from the facilitator and parent to extend the deadline. Work submitted past the deadline will be graded as 50% of the assignment. Uncompleted work will count as a 0. Access to learners' Schoology (with "read only" permission) can be provided to parents/guardians by sending an email request to the facilitator. Facilitator email addresses can be found in the "Contact Info" tab within each facilitator's weekly newsletter. Please use the link under "Parent Info", "Report an [Absence](#)" to ensure that your learner is excused from the school day(s).

Lost and Found:

All personal items should be labeled with the learner's name. CSA is not responsible for lost or stolen items, including electronic items such as cell phones, iPods, tablets, and/or laptops. Lost and found items are placed in bins located by the back door. Please check lost and found regularly, as unclaimed items are donated to a local charity.

Lunch /Recess:

Lunch and Recess are great times to relax and enjoy other learners. Please be kind, considerate and respectful. Learners should cooperate with Care Team Members to make sure the Village is safe, clean and enjoyable for everyone. Learners will be asked to pick up any food they have dropped on the floor or any trash from their lunch before leaving the Village.

Food & Policy Questions:

Cherry Creek School District (CCSD) will offer meals for ALL learners for the 2022-2023 school year! All meals will return to a paid status. See the prices below, Families who qualify for free and reduced meals should still fill out the free & reduced meal application for other benefits. Meal applications and menus can be viewed at family.titank12.com – for assistance, please call Indira at 720-886-7172. Learners will need to have their scan card to purchase meals.

	Breakfast	Lunch
Meal	\$2.25	\$3.75
Milk Only	\$1.00	\$1.00

Technology & Electronics

Use of the Internet and Electronic Communications Policy:

The Internet and electronic communications (including but not limited to email, chat rooms, file-sharing and other forms of electronic communication) have vast potential to support curriculum and learner learning. The Board of Education believes these resources should be used in schools as a learning resource to educate and to inform.

Use of the Internet and electronic communications require learners to think critically, analyze information, write clearly, use problem-solving skills, and hone computer and research skills that employers demand. Use of these tools also encourages an attitude of lifelong learning and offers an opportunity for learners to participate in distance learning activities, ask questions of and consult with experts, communicate with other learners and individuals, and locate material to meet educational and personal information needs.

The Internet and electronic communications are fluid environments in which learners may access materials and information from many sources, including some that may be harmful to learners. While it is impossible to predict with certainty what information learners might locate or come into contact with, the district shall take reasonable steps to protect learners from accessing material and information that is obscene, pornographic or otherwise harmful to minors. learners shall take responsibility for their own use of district technology devices to avoid contact with material or information that may be harmful to minors.

Chromebook Care

Taking Care of Your Chromebook:

Learners are responsible for the general care of the Chromebook they have been issued by Colorado SKIES Academy.

- No food or drink is allowed next to your Chromebook. Cords, cables, and removable devices must be inserted carefully into the Chromebook.
- Learners should not carry the Chromebook while the screen is open, by the hinges, screen, etc. unless directed to do so by the facilitator.
- Chromebooks must remain free of any writing, drawing, stickers, or labels not placed by the Technology Department.
- Chromebooks must never be taken outside, into the restroom, to physical education, or to the village.
- Learners are responsible for keeping their Chromebook's battery charged for school each day.

Personal Use of the Chromebook:

- Inappropriate media may not be accessed or viewed on the device.
- Presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drug, gang-related symbols or pictures will result in disciplinary actions.
- Learners can connect the device to home wireless networks as needed to complete school work. This work is still being filtered and managed while at home (see Filtering and Blocking).
- Learners may be selected at random to provide their Chromebook for inspection.

Device Identification:

Learner Chromebooks will be labeled in the manner specified by CSA. Chromebooks can be identified in the following ways:

1. Record of serial number
2. Learner's name
3. School asset tag
4. District Issued Learner Number

Learners use their school issued Google account on the Chromebook. This account allows the Technology Department to monitor usage statistics, sites visited, and recently modified files.

School's Responsibilities:

- Record and issue fully functional devices at the beginning of the year.
- Respond initially to tickets submitted by learners and family within 48 hours.
- Perform random checks for quality assurance.
- Communicate repairs through the ticketing system with learners and family.
- Provide notification of damage within 48hrs to the family of the child responsible. [Damage Notification](#)
- Use our preferred vendors for best pricing on parts, ensuring best repair costs for families.

Parent's Responsibilities:

- Talk to your child about the values and standards that they should follow regarding the use of the Internet.
- Supervise child's use of the Chromebook at home.
- Assume responsibility for any damage done to the Chromebook while under your learner's care.
- Discuss Internet safety with your child.
- Help your learner fill out tickets to communicate issues with your learner's Chromebook while at home.

Learner's Responsibilities:

- Use Chromebook in a responsible and ethical manner. (see Unacceptable Use)
- Obey general school rules.

- Help Colorado SKIES Academy fix any issues by reporting problems right away through the ticketing system.
- Monitor all activity on their account.
- Report any technology misuse to school administration.
- Follow all classroom expectations involving Chromebooks.
- Use safe Internet practices.
- Report any suspicious activity to a trusted adult.
- Follow copyright laws.

Acceptable Use:

To gain access to these resources, learners and parents must sign this form before taking possession of the device. While these materials are provided to enhance educational goals and objectives, learners may find ways to access other materials that may not be considered educational or find ways to use hardware beyond its educational intent. For this reason, it is extremely important that rules be followed. Misbehavior could result in temporary or permanent loss of access to the Internet, email, or other technology privileges. Violations may result in disciplinary action. When applicable, law enforcement agencies may be involved.

Unacceptable Use:

Unacceptable use of CSA Network and Computer Resources are prohibited. Learners shall not use the CSA Network or Computer Resources including access to the internet, intranet, collaboration tools, bulk communication tools, social media or email to use, upload, post, mail, display, store, or otherwise transmit in any manner any content, communication or information that, among other unacceptable uses:

- is hateful, harassing, threatening, libelous, defamatory, or otherwise meant to bully or intimidate others;
- is offensive or discriminatory to persons based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness or disability, marital status, economic status, immigration status, religion, personal appearance or other visible characteristics;

- constitutes or furthers any criminal offense, or gives rise to civil liability, under any applicable law, including, without limitation, U.S. export control laws or U.S. patent, trademark or copyright laws;
- constitutes use for, or in support of, any obscene or pornographic purpose including, but not limited to, the transmitting, retrieving or viewing of any profane, obscene, or sexually explicit material;
- constitutes use for soliciting or distributing information with the intent to incite violence, cause personal harm or bodily injury, or to harass, threaten, or “stalk” another individual;
- contains a virus, trojan horse, ransomware or other harmful component or malicious code;
- constitutes junk mail, phishing, vishing, spam or unauthorized broadcast email;
- violates the security of any other computer or network or constitutes unauthorized access or attempts to circumvent any security measures;
- obtains access to another individual’s CSA’s Network account, files or data, or modifies their files, data or passwords;
- impersonates any person, living or dead, organization, business, or other entity;
- degrades the performance of, causes a security risk, or otherwise threatens the integrity or efficient operation of the CSA Network or Computer Resources;
- deprives an authorized individual from accessing CSA Network or Computer Resources;
- obtains Computer Resources or CSA Network access beyond those authorized
- engages in unauthorized or unlawful entry into a CSA Network system;
- enables or constitutes wagering or gambling of any kind;
- accesses, distributes, downloads or uses games except when an assigned educational activity;
- promotes or participates in any way in unauthorized raffles or fundraisers;
- plagiarizes any information gained on or through use of the CSA Network or Computer Resources;
- engages in private business, commercial or other activities for personal financial gain, or with the intent to break other school policies;

- accesses or distributes unauthorized information regarding user passwords or security systems;
- falsifies, tampers with, or makes unauthorized changes, additions, or deletions to data located on the CSA Network or school systems;
- installs, downloads, or uses unauthorized or unlicensed software or third party system;
- violates the terms of use specified for a particular Computer Resource, CSA Network system, or school system;
- violates any express prohibition noted in this policy or the Learner Code of Conduct;
- engages in hacking (intentionally gaining access by illegal means or without authorization) into the CSA Network or school system to access unauthorized information, or to otherwise circumvent information security systems;
- engages in inappropriate sexual conduct, including unwelcomed sexual contact, indecent exposure, transmitting sexually suggestive images, or other sexual activities;
- downloads unauthorized games, programs, files, electronic media, and/or stand-alone applications from the internet that may cause a threat to the CSA Network;
- constitutes use that disrupts the proper and orderly operation of the school;
- use of proxy servers or virtual private networks to bypass network security systems (firewalls, etc.); or
- accesses, distributes or downloads non-educational materials or inappropriate content or materials.

Software Installation:

Learners are not authorized to install software on CSA equipment unless supervised and approved as part of an educational program or task. CSA may remove learner-installed software at any time in order to preserve or protect the CSA Network or Computer Resources or for any other reason deemed necessary by CSA. If a software is requested by the learner through the ticketing system, it will be investigated and if possible, the software will be issued.

Filtering and Blocking:

CSA is required to protect learners from online threats, block access to inappropriate content, and monitor internet use by minors on school networks in accordance with CIPA. CSA is responsible for managing the school's internet filter and will work with school administrators to ensure the filter meets the academic and operational needs of each school while protecting minors from inappropriate content per CIPA. The school's use of filtering software does not negate or reduce a learner's obligation to abide by the terms of this policy and to refrain from disabling filters or accessing inappropriate content online. Parents should be aware that despite the school's good faith efforts at filtering, objectionable content might be available either due to an individual using unauthorized means to bypass filtering or as a result of the creation of objectionable content that has not yet been identified by filtering software.

Passwords:

Learners are required to adhere to password requirements set forth by CSA when logging into school computers, networks, and online systems. Learners are not authorized to share their password under any circumstance.

Access Privilege:

Learner use of the CSA Network and Computer Resources is a privilege, not a right. When a learner uses the CSA Network or Computer Resources in a manner that violates this policy or the Learner Code of Conduct, their access may be suspended or revoked. Anyone not contracted directly by the school is not to break any seals or make any repairs on any technology of any kind.

School Makes No Warranties:

The school makes no warranties of any kind, whether expressed or implied, related to the use of district technology devices, including access to the Internet and electronic communications services. Providing access to these services does not imply endorsement by the district of the content, nor does the school make any guarantee as to the accuracy or quantity of information received. The school shall not be responsible for any damages, losses or costs a learner suffers in using the Internet and electronic communications. This includes loss of data and service interruptions. Use of any information obtained via the Internet and electronic communications is at the learner's own risk.

Revised: December 10, 2012

Adopted: January 9, 2012

LEGAL REFS.: 47 U.S.C. 254(h) (Children's Internet Protection Act of 2000)

47 C.F.R. Part 54, Subpart F (Universal Support for Schools and Libraries)

20 U.S.C. 6751 et seq. (Enhancing Education Through Technology Act of 2001)

C.R.S. 22-87-101 et. seq. (Children's Internet Protection Act)

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity EGA, Electronic Mail EGAD,

Copyright/Royalties EHC, Networked Electronic Resources EHCA,
Web and Internet Publishing

JB, Equal Educational Opportunities JICDA,

Conduct and Discipline Code JICJ, Learner Use of Electronic Communication
Devices

Cell Phones, Internet Usage and Other Electronic Devices:

No personal electronic communication devices including cell phones are to be visible during instructional time unless instructed for a specific learning purpose. Cell phones are to remain in backpacks, silenced or turned off. Electronic communication devices (cellphones, ipads, apple watches) may be used outside before or after school, during lunch and recess. All electronic communication devices including cell phones may be confiscated at any time should the device in question disrupt the learning environment or otherwise be used in a manner that violates the privacy or safety rights of others. All confiscated electronics will be held by the facilitator/supervising adult, and must be picked up and signed out by a parent or guardian. Parents must come to the school to pick up the device.

Learner - Computer Home Use Policy:

Each Colorado SKIES Academy learner will be issued a learner computer for use during the school day. If a learner needs to use this device outside of school (take home), they will be asked to complete this form. Families must complete this form before taking a computer home. In order for your learner to participate in the computer take home option, they must complete [this form](#) and return it to the CSA office 24 hours prior to home use.

No Expectation of Privacy:

School technology devices are owned by the school and are intended for educational purposes at all times. Learners shall have no expectation of privacy when using the Internet or electronic communications. The school reserves the right to monitor, inspect, copy, review and store (at any time and without prior notice) all usage of school technology devices, including all Internet and electronic communications access and transmission/receipt of materials and information. This includes online services and technology provided by the school designated for learner use, including but not limited to email and document storage on any device. All material and information accessed/received through school technology devices shall remain the property of the school.

Cyberbullying:

Colorado SKIES Academy provides learners with instruction, in the classroom or other educational settings, that promotes communication, social skills, and assertiveness skills and educates learners about appropriate online behavior and strategies to prevent and respond to bullying and cyberbullying. School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians, learners, and community members also may be provided with similar information. Any learner who engages in cyberbullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline in accordance with school policy. If the learner is using a social networking site or service that has terms of use that prohibit posting of harmful material, the School Director or designee may also file a complaint with the Internet site or service to have the material removed.

Vandalism:

Vandalism or willful damage to CSA property will result in school disciplinary action up to suspension, expulsion and/or legal action. Vandalism is defined as any malicious or intentional attempt to harm, destroy, modify, abuse or disrupt operation of any network within the school district or any network connected to the Internet, operation of any form of electronic communications, the data contained on any network or electronic communications, the data of another

user, usage by another user, or district-owned software or hardware. This includes, but is not limited to, the uploading or creation of computer viruses and the use of encryption software.

Use of Personal Computers:

Learners will be issued a school device and will not be allowed to use a personal device without prior approval from the school director.

The school district and CSA is not responsible for any loss or damage to the learner's computer while it is connected to the CSA Network, including but not limited to losses or damage caused by hardware failure, data loss or the incurring of a virus.

Additional Information

Classroom Parties and Celebrations:

As a school, CSA expects facilitators to keep both the number of parties and time spent away from academic study to a minimum. Facilitators are traditionally asked to use the advisory period of the day for a party. CSA does not celebrate religious holidays. CSA wishes to make sure that all learners feel included. Celebrations will be a regular part of assemblies, advisory, and school announcements.

Class Videos:

There are many opportunities within our curriculum to show videos in the classroom setting, and in some cases, movies are shown as class rewards, etc. All facilitators are expected to inform Administration of any video being shown in the classroom PRIOR to its viewing. If a video is rated PG-13, the facilitator will send home a permission slip for the parent to sign, indicating that their learner has permission to watch that particular movie. Any learner not receiving permission will be given the opportunity to read or work outside the classroom. Movies viewed by CSA learners must always have an educational purpose. In every case, the CSA staff member must preview the movie in advance. Facilitators must always preview even "safe" movies like Discover, NOVA, etc., as many of these movies are inappropriate.

Movie Rating Guidelines for CSA Learners:

- G OK for all grades – no permission slip needed.
- PG OK for grades 5-8 w/o permission slip.
- PG-13 OK for grades 5-8 with permission slip.
- R NOT permissible for any grades under any circumstances.

Parent Board:

CSA is managed by an elected governing board, known as the Board, made up of parents with learners at the school and community members. The Board meets a minimum of six times per year for open-forum meetings and work sessions. Additional executive sessions may be held on an as-needed basis to handle employment, contract, and legal issues.

Parent-Accountability Committee (PAC):

CSA is fortunate to have a very active and effective PAC. In addition to the President and the PAC officers, there are numerous committees. Check the CSA website for meeting times and opportunities to volunteer through the PAC.

Pet Policy:

Animals on Campus: Personal pets are not allowed on the school campus unless they are in a vehicle during carpool time, have an educational purpose, or serve as a service animal. Class pets must be pre-approved by Administration. Mammals or birds are discouraged due to the possibility of them carrying pathogens or causing allergic reactions.

Reports of Progress/Report Cards/Grading Scale:

CSA assesses learner progress in all subject areas in grades 6-8 using traditional letter grades. All graded work is assigned a grade according to the following scale:

- A = 90 - 100%
- B = 80 - 89%
- C = 70 - 79%
- D = 60 - 69%
- F = 59% and below
- (+ /- grades are 2% above or below the letter grade)

Quizzes and tests are graded according to the number of answers correct out of the total number of questions. Other assignments, projects, and graded activities are given a numerical score which corresponds to a description and percentage.

- 5 = Exceptional = 100%
- 4 = Above Expectation = 93%
- 3 = Proficient = 85%
- 2 = Approaching Proficient = 72%
- 1 = Not Yet = 60%
- 0 = Missing = 0%

A “3,” or Proficient score, indicates that the learner completed the work according to expectations. Therefore, a B level grade is indicative of proficient grade level performance, and earning an A is only possible if a learner demonstrates effort and performance above grade level expectations.

Report cards will be available through PowerSchool the week following the end of each quarter.

Online login information is updated each school year. Please contact the Registrar for a parent login if you do not have one.

Grade Appeals:

Grade appeals must be requested within two weeks after issuance of reports of progress. The learner or parent/guardian, wishing to appeal a final grade in a course, must submit a written grade appeal request to the course facilitator. The learner will be required to resubmit any past completed assignments where reevaluation is requested. The course facilitator will respond to the learner’s questions in writing. If the learner/guardian is not satisfied, they may request an evaluation of the identified course grades by the School Director.

Religious Expression:

CSA maintains a non-religious, non-sectarian status. The educational program of CSA shall be non-religious, non-sectarian and shall not discriminate against any learner on the basis of religion. CSA shall operate, in all respects, as a nonsectarian, nonreligious, non-home based public school. CSA shall not be affiliated with a non-public sectarian school or religious organization. CSA 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 religion.

The basic guidelines that staff are expected to follow in respect to religion at CSA are:

- Staff may not endorse religious activity or doctrine, nor coerce participation in religious activity.
- Staff may not forbid learners acting on their own from expressing their own religious beliefs provided these expressions do not intrude on the rights of others. Factual and objective teaching about religion, the impact of religion and religious-based ideas and ideals are included in the classroom as a part of the curriculum.

Factual and objective teaching about religion is to be distinguished from the teaching or promotion of religion. Consequently, staff shall not:

- Use instructional materials that promote or encourage non-religion, religion, religious viewpoints, religious groups or religious activities.
- Conduct assemblies and/or programs that promote or encourage religion or non-religion.
- Offer any form of religious instruction, workshop, exercise, or persuasion.
- Attack or promulgate religion, the absence of religion, or any particular belief system.
- Question the religious belief or absence of religious belief of any learner.
- Require a learner to declare a religious preference. Classroom displays and decorations pertaining to religion or religious symbolic holidays shall relate to instruction that is based solely upon the objective study of that subject. No public school funds, property, or facilities shall be used for a decorative display of religious symbols. This shall not infringe upon the rights of learners to wear symbols in a manner that is not materially or substantially disruptive of the educational process or school dress code. Religious musical selections may be included on the basis of their particular musical and educational value and/or traditional secular usage and be presented with other musical works that are non-religious in nature. Musical pieces should be selected and performed as works of art.

School Closure or Weather Delays:

CSA receives input from the CCSD policy regarding school closure or delayed start in regards to the weather. Should weather result in the closing of district schools or adjustment to school starting times, parents will be notified via the District Blackboard Connect phone message system. This information will also be posted on the school's website (www.coloradoskiesacademy.org), on local television and radio broadcasts, and on the CCSD's Weather Delay and Closure Hotline: 720-554-4702. Weather-related schedule decisions will be made by

geographic area by the CCSD Superintendent. Since CSA is a commuter school, weather may be drastically different at your home compared to weather at the school. CSA will make the best decision considering commuting families. We encourage you to make the best decision for your own safety even if CSA is open.

Delayed Start refers to a 90-minute (9:30 am start time) delay for Colorado SKIES Academy.

School Hours:

- Monday – Thursday: 8:00 am – 3:30 pm
- Friday: 8:00 am – 1:15 pm

School Safety Building Emergency/Crisis:

CSA has a comprehensive plan for safety and security and is in compliance with CCSD policies. If it becomes necessary to invoke a “lock-down” or a “secure perimeter,” the cooperation of parents is extremely important. No one will be allowed in or out of the building until a danger assessment is made and the situation is deemed safe--NO EXCEPTIONS. CSA completes an annual REMS Plan (Readiness Emergency Plan) that addresses all safety procedures and plans drills according to CCSD Requirements. CSA has a School Resource Officer who is regularly scheduled to be on site to help ensure the safety and security of our school community.

All visitors to CSA must enter through our secured entrance. All visitors will have a designated destination and will not roam freely throughout the building.

Learner Services:

CSA operates in accordance with all federal and state guidelines in meeting the needs of all learners and works very closely with CCSD in providing necessary services. An “inclusive” model is used at CSA unless otherwise specified in a learner’s IEP. If a parent has a concern regarding their learner’s learning, they should speak to the classroom facilitator. If testing is to be considered, the facilitator will schedule a meeting with the problem-solving team regarding that learner. Parents will be notified of the outcome after this meeting.

Standardized Testing:

Standardized testing serves an important role in the assessment of learner performance at Colorado SKIES Academy. We administer CMAS testing as mandated by the Colorado Department of Education. This program currently requires statewide testing of various subjects at differing grade levels. We also administer NWEA MAP, Northwest Evaluation Association Measures of Academic Progress, Gifted and Talented diagnostics, and ACCESS depending on learner needs.

Supervision:

All entry doors are kept locked at all times. Admittance to the school is only through the front entry double doors.

Before School:

There is no learner supervision before 7:30am. Learners are supervised in the Village by assigned staff between 7:30am and 7:50am.

After School:

Learners will be dismissed depending on their class and the learner's carpool schedule. Please refer to the Traffic and Parking section for more information. Learners left at school 15 minutes after their dismissal time from classes or from after school activities such as clubs, team sports, or tutoring, will be sent to the after school program and parents will be charged a supervision fee.

- All families must be registered online with the after school provider prior to the start of the school year in case of need or emergency. Any learner participating in after school activities should be picked up no later than 15 minutes after the activity is scheduled to end.
- CSA is NOT RESPONSIBLE for the safety of learners after their dismissal times. Siblings of a learner in after school events may NOT wait on campus and must be picked up by parents at the end of the school day.

Use of Video Cameras:

At CSA, the Board of Directors recognizes the continuing responsibility to maintain and improve discipline and to promote the health, welfare, and safety of its staff and learners. After having weighed carefully and balanced the rights of privacy of learners with the school's duty to promote discipline, health, welfare, and safety of staff and learners, Colorado SKIES Academy will follow CCSD's

video camera use policy JICA. Video cameras may be used to monitor learner behavior in school facilities. learners in violation of conduct rules shall be subject to disciplinary action in accordance with established Board policy and regulations governing learner conduct and discipline. CSA shall comply with all applicable state and federal laws related to video recordings. Video surveillance shall be used only to promote the order, safety, and security of learners, staff, and property.

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

42 U.S.C. § 1201 et seq. (Americans with Disabilities Act)

34 U.S.C. § 99.1 et seq. (FERPA Regulations)

Traffic and Parking:

AM Drop Off

From E. County Line Road, turn N. on S. Warren Court and then E. on Isbill Drive. Drive past the entrance to the Wings Over the Rockies parking lot and turn right into the CSA driveway. Drive around the circle to the front of the building to drop off your learner(s). Morning drop-off will occur between 7:30 – 7:55am.

Please follow the speed limit, and be cautious in the parking lot. The exit onto E. County Line Road will be a right-turn only from 7:30 – 8:00 a.m. and 3:00 – 4:00 p.m.

PM Pickup

Please display your carpool sign in your front window on the driver side. Carpool signs will be in the form of a number instead of a family name. From E. County Line Road, turn N. on S. Warren Court and then E. on Isbill Drive. Drive past the entrance to the Wings Over the Rockies parking lot and turn right into the CSA driveway. Drive around the circle to the front of the building to pick-up your learner(s). Afternoon pick-off will be after 3:30 PM. **Exit the parking lot and turn right on Isbill to Warren Court. Please do not drive through the Wings parking lot. Learners should not be picked up in the Wings Parking lot.**



Follow the same stacking procedure during your afternoon pickup interval. The staff member at the front end of the line will read the name on your sign and call your learner to the designated car position where you will pull up.

Learners should only load from the passenger side.

Note: Carpool signs will be distributed along with maps detailing the pickup/drop-off route.

Each grade will have their own designated window for PM pickup and a specific-colored sign for display. The grade of the youngest member of the carpool will determine the pickup time for the group. For example, if you have a 6th and an 8th grader attending CSA, both learners will be picked up between 3:30-3:40pm at the 6th grader's pickup time.

Safety Reminders:

1. Loading and unloading should always be done on the right side of the vehicle due to the south-to-north approach to CSA. Unloading or loading on the left side of the vehicle, in this case, puts learners at risk with cars pulling around to exit the campus.
2. Cell phones should not be in use during the loading/unloading process. Please hang up before going into the loading zone.
3. Drive cautiously and slowly through the entire carpool process. Learner safety is our primary concern. To reduce parked cars and confusion leading up to afternoon carpool and pick-up, we ask that if you need to pick up your

learner earlier than the assigned time for your pick-up, you do so at the front office by 3:15 p.m. (M-Th) and by 12:45 p.m. (Fridays).

Please remember your learner's safety is our highest priority.

Tutoring:

All facilitators will provide weekly tutoring on an "as-needed" basis to a limited number of learners who have been identified as struggling academically through CSA's MTSS program (Multi-Tiered Learner Support). Parents will be notified and tutoring times scheduled. Tutoring can be done before or after school, at a time mutually agreed upon by the parent, learner, and facilitator.

Visitors:

Visitors are always welcome at Colorado SKIES Academy. All Visitors are expected to follow the recommended COVID 19 Guidelines as established by CCSD. CSA uses School Check-In for its Visitor and Volunteer Management System. To be allowed entrance to CSA, you will need to present a valid State-issued ID. The ID will be run through the School Check-In system and a badge will be printed that you must wear at all times while in the building. Visitors and **Volunteers** must enter through the double doors at the main entrance near the Exploratorium.

Visitors must remove their hats when they enter the building for security reasons so that all visitors can be identified on our security cameras. If you are picking up a learner before dismissal (before 3:30 p.m.), please check in at the Main Office. The front desk will call the necessary classroom for the learners to be dismissed. Learners will be called out of the classroom when parents have arrived and not prior. Please allow enough time for your learner to pack up. If you are leaving an item for your learner (lunch, Chromebook, etc.), please leave it at the front desk. CSA staff will ensure that the learner receives it.

To ensure the least disruption to the educational process and the highest and best parent/facilitator communications, the following procedures will be applicable to all parent visits to a learner's classroom:

1. The visitor must check into the office to make his/her presence in the building known and must indicate the purpose of the visit.
2. 24-hour notice is preferred so the facilitator can be notified of the parent's visit.

3. Every effort will be made to accommodate the requested visit. However, the request may be denied and another date suggested in the event the date and time of the visit conflicts with scheduled or proposed exams, field trips, special projects or other school events which could be disrupted by the inclusion of an outside visitor.
4. Visits to classroom activities normally should be limited to 20 minutes, but no more than one class period. This may be extended under exceptional, unusual, or emergency circumstances. Additionally, visits on successive or continuous days may be denied unless unusual, exceptional, or emergency circumstances dictate the appropriateness of such visits.

If there are issues with a school visit, please see Cherry Creek School District's Policy KI-R that outlines the actions CSA may exercise.

Volunteering and Annual Family Giving:

Annual Family Giving is a tradition at many charter schools. As a charter school, Colorado SKIES Academy receives less per-child funding from the state than a traditional school would get. In addition to reduced funding, Colorado SKIES Academy directly pays for all buildings rather than being supported by a school district.

The Annual Family Giving Campaign donations directly benefit every learner by providing playground equipment, hands-on curricula, state-of-the-art technology, art materials, professional development, and the day-to-day operating expenses that are not funded by the state of Colorado.

The Annual Family Giving Campaign is an important part of strengthening your child's school as well as demonstrating our collective commitment to Colorado SKIES Academy. While family giving is voluntary, our school expenses are mandatory, and no financial gift is too small.

Colorado SKIES Academy seeks to make education a community passion. To this end, parent participation is essential to the success of the education process. We request that parents participate in the operation of the school as an integral part of the support team with the charter staff in the development and successful completion of the individual learning plan for your child. Volunteer time may vary from year to year based on the needs of the school. Currently, a suggested time commitment is 3 hours per month or 30 hours per family, per academic year. Not all volunteer activities require a background check.

NOTE: All volunteers working with children must have a current background check. A background check is required only once and can be obtained at various locations. Please see the Main Office for more information and required forms if you choose to volunteer in this capacity.

All families shall sign a confidentiality agreement before completing any privacy-sensitive volunteer work (such as grading). Parents shall log all hours by using the School Check-In system provided in the CSA Main Office used upon entry to the school. Parents, Grandparents or Legal Guardians may earn volunteer hours for the following activities:

- Volunteering in the classroom
- Volunteering with individual/groups of children (please do not bring younger children with you)
- Volunteering in school sponsored events
- Volunteering in Watchdog program
- Volunteering with take-home work for facilitators
- Volunteering with any elective facilitators
- Volunteering in the lunchroom
- Volunteering as Chaperones on CSA approved field/grade trips
- Carpooling team members to a CSA event (must be other learners in addition to your own child)
- Volunteering with the PAC
- Volunteering with traffic (Drop off and pick up)
- Volunteering on Board Committees (parents/legal guardians only)
- Parents, Legal Guardians, Grandparents, and Family Members (over middle school age – 7th or 8th grade) may gain volunteer hours for the following activities:
 - Volunteering on school grounds (playground clean up, etc) during off school hours
 - Volunteer on summer building work Donating your volunteer hours to another family is not permitted.

Volunteer hours may be earned for the current school year within the effective dates of July 1st through June 30th of each year. CSA-based extra-curricular activities (i.e. Civil Air Patrol, etc.), conducted with the consent of the School Director, but not a part of the CSA curriculum, may be logged as volunteer hours.

We request that any family with circumstances prohibiting their ability to perform volunteer hours to contact the School Director.

Any hours completed over forty hours are noted and greatly appreciated by the facilitators and staff. Volunteer hours are often included in grant application criteria.

We are proud of our commitment to volunteering and all our great volunteers.

Waitlist, Admissions, and Withdrawal Policies:

Colorado SKIES Academy is a tuition-free, public charter school for grades 6, 7, and 8, a charter school authorized by Cherry Creek School District. CSA is committed to the premise that its school population will represent the educational community of the Cherry Creek School District in terms of gender, ethnicity, and economic status. The educational program of Colorado SKIES Academy will be nonreligious and nonsectarian. Admitted learners may continue their enrollment from year to year.

Colorado SKIES Academy follows all state and federal laws prohibiting discrimination. Colorado SKIES Academy will not discriminate in its enrollment on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, need for special education services or need for English language support services.

Colorado SKIES Academy will comply with all applicable, approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities. No learner will be denied admission because of academic performance.

Please see “Successful Learner Characteristics” on our website for further details.

Currently Enrolled Learners:

December 1 – 31:

Each year, current Colorado SKIES Academy learners will submit an “Intent to Return” for the following school year during the month of December. This will reserve their enrollment in the next grade level. Current learners who miss the

December 31st deadline for re-enrollment, and cannot justify having missed the deadline, will be placed in the lottery as though they are a new learner. Based on current learner re-enrollment, the school will determine how many open slots it has per grade level.

New/Prospective Learners:

“Intent to Enroll – Waitlist”: The date on which Colorado SKIES Academy receives your completed “Intent to Enroll” places your learner on the appropriate waitlist, based on priority status, of prospective learners.

Names are placed on the waitlist according to:

1. Priority status (see below)
2. Date of “Intent to Enroll”

A single waitlist is maintained for each grade level based on the priority list and date of the “Intent to Enroll”. Please complete an “Intent to Enroll” for each child, if you are enrolling more than one child at CSA. Be ready to complete the Enrollment Application during the open enrollment period from January 15 – January 31.

January 15-31:

The open enrollment period for new/prospective Colorado SKIES Academy learners is held. The Enrollment Application for new learners who will be attending the school for the coming school year are completed online during this time frame. If a learner completed an “Intent to Enroll” prior to January 15th, the date of the Intent to Enroll is used to determine the date within the priority status. Open Enrollment is open to any learner who resides within the state of Colorado and subject to Colorado SKIES Academy’s total enrollment limitations.

February 10:

On or before February 10th of each year, Colorado SKIES Academy will first enroll learners with priority status in each grade level, and then by enrollment date, and notify families. Then, the school will determine the number of open slots in each grade level. Priority Status:

Priority status for enrollment is given to:

1. Current learners re-enrolling
2. Siblings of currently enrolled learners

3. Children of past/current board and staff members (referred to as the “founding family”) both full time and part time. This will occur on a first-come, first-served basis, up to 20% of total enrollment. For purposes of this policy a “staff member” is any individual formally employed by Colorado SKIES Academy who receives(d) an I.R.S. Form W-2 from Colorado SKIES Academy.
4. In-district learners who reside in Cherry Creek School District boundaries
5. Out-of-district learners

If a grade level is overenrolled, Colorado SKIES Academy will use a random selection lottery and then a waiting list format for enrollment of all learners who do not have priority status.

Lottery and Enrollment Process

Lottery held annually on February 11 or on closest business day:

A lottery will be conducted to determine the order of enrollment for learners in the next school year for any grade level that is oversubscribed. Each learner who applied to be included during the open enrollment period will be added in rank order to the list created by the lottery. The list will be grouped based on priority, namely:

- In-district learners will always be placed higher on the list.
- Out-of-district learners.
- A lottery list created each year will be added to the end of the existing wait list from the previous year. (Note: In-district learners will always be placed higher on the list than out of district learners.)
- Open slots in each grade level will be filled in the order in which a learner’s name is on the list, maintaining the rank order generated by each year’s lottery for each group.
- Parents or guardians of learners selected for enrollment will be notified of their learner(s)’s selection by phone and email (if provided by parent/guardian) and will be given 72 hours from the date of notification to confirm their continued interest in enrolling their learner(s) in Colorado Skies Academy.
- If the parent/ guardian declines enrollment or fails to respond within the 72 hours, the next learner on the list will be notified, until full enrollment is reached in that grade level.

- Once full enrollment is reached in each grade level, the lottery list will be converted into a waiting list, or added to the existing wait list. Families new to Colorado SKIES Academy who are still on the waiting list will receive notification of their status with updates if their status changes.

Enrollment Process After Lottery:

Once a learner is notified of their selection for enrollment, but prior to being officially enrolled, a registration packet must be submitted.

- Submit a complete registration packet online (Enrollment Application) within five (5) business days of being notified of selection.
- If a learner fails to submit a complete registration packet within five business days of being notified of selection, Colorado SKIES Academy may move the learner to the end of the waitlist and notify the next learner from the waitlist for that slot.
- Depending on any changing requirements, the registration packet consists of items such as:
 - Admission Form
 - Learner Information Form
 - Documentation of Age (i.e., copy of birth certificate, etc.)
 - Documentation of Last Grade Completed (i.e., copy of last report card)
 - Copy of Immunization Record
 - Information Regarding IEP/504/GT or other educational plans**
 - Language Survey
 - Photography/Video Permission
 - General Field Trip Permission
 - Other documents as required by Cherry Creek School District or the State of Colorado

Colorado SKIES Academy reserves the right to grant an extension to the deadline to complete the registration packet.

**Enrollment of learners with educational plans or other special education needs who are selected by the lottery will be done in accordance with Colorado SKIES Academy's charter contract and applicable state and federal laws.

Enrollment for any open slot or for a spot on the waitlist will be accepted through the first few days in October. After the lottery is completed, interested learners

will be added to the end of the waitlist in the order that they complete an enrollment form, except in-district learners will always be placed before district learners on the waitlist.

Learners that remain on the waitlist after all slots have been filled will be carried over to the next year, remaining in the same order on the waitlist.

Delay/Omission of Completing Registration:

If any learner does not show up or fails to complete the registration packet prior to the first day of school, Colorado SKIES Academy will make an effort to contact the family to understand their intentions.

If after two days the learner still has not shown up for school, there is no communication from the family, or the registration packet is still incomplete, the slot may be offered to the next learner on the waiting list, continuing this process until the slot is filled or the wait list is exhausted.

Elective/Schedule Changes

A great amount of time and effort is devoted to creating schedules. Schedule changes at the Middle School level are a rare occurrence and require administrative approval. No schedule changes will be granted exclusively to change teams, teachers, or class periods. All schedule withdrawals will be completed on or before the 10th class day, or from a full-year course on or before the 25th class day.

Other Enrollment Policies:

New learners will be assessed the first week of school for placement in reading and math groups. Current learners will be assessed at the end of the prior school year for the same purpose. The Registrar follows the procedures used by Cherry Creek School District Schools for the transfer of learner records to and from Colorado SKIES Academy. Learners who exit Colorado SKIES Academy before the end of the school year are required to complete the Withdrawal Form and take care of any outstanding debts before records will be released by CSA. For learners transferring in or out of CSA, learner records will go through CSA's Main Office first before being sent to the receiving school or district.

Fees:

CSA Board implements learner fees to offset costs associated with consumable supplies retained by the learner; textbooks, one to one computing devices, registration fees, tests, and supplies for special projects; field trips; materials/use fees for STEM. In addition, user fees for computer programs , athletic sports, outdoor labs, and technology.

These fees are waivable for learners who qualify for free or reduced lunch and are verified as homeless, unaccompanied, and/or foster children. In addition, waivers of certain fees are granted for learners with individual education plans (IEP) when the service or program is written in as a related service on their IEP.

CSA may require learners not eligible for free or reduced lunch to make a reasonable loss or damage payment to cover equipment, textbooks and technology repairs, in accordance with law.

CSA Families may select payment options by paying quarterly installments or pay in full. Fee payments can be made electronically via CSA portal beginning August 1, 2022.

Colorado SKIES Academy Learner Fees for 2022 - 2023 School Year:

\$200.00 - Individual Learner Grades 6-8

\$200.00 - for 1st Learner 2nd Learner \$100 = \$300.00 per family

\$200.00 - for 1st Learner, 2nd Learner \$100, 3rd Learner \$100 = \$400.00 per Family

Colorado SKIES Academy History and Governance:

Colorado SKIES Academy's governing board is composed of community leaders passionate about providing innovative educational opportunities. They serve with the vision and ability to create and maintain successful schools. For a list of current board members, please visit the [Colorado SKIES Academy website](#). The board is part of a public benefit corporation with IRS 501c3 tax-exempt status. The school is subject to the bylaws of the corporation.

Decisions made by the board will be on a majority basis. The board will oversee Colorado SKIES Academy's policies and general operations and will receive regular reports on the school's academic, financial, and operational progress.

Governing board meetings are open to the public and held monthly on the campus of Colorado SKIES Academy or online. For a current schedule, please see the Colorado SKIES Academy website.

[Board Agenda and Locations Board and Public Information](#)

Notification of Nondiscrimination:

Colorado SKIES Academy, which is a part of the Cherry Creek School District No. 5 (“District”), does not discriminate on the basis of race, color, national origin, sex, age, sexual orientation, or disability in admission to its programs, services, or activities, in access to them, in treatment of individuals, or in any aspect of their operations. Colorado SKIES Academy does not discriminate in enrollment or access to any of its available programs. The lack of English language skills shall not be a barrier to admission or participation in Colorado SKIES Academy activities and programs. Colorado SKIES Academy also does not discriminate in its hiring or employment practices. This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to the designated compliance coordinator, Ms. Stephanie Davies, Cherry Creek School District Compliance Officer, Educational Services Center, 4700 S. Yosemite St., Greenwood Village, CO 80111, telephone (720) 554-4471, or directly to the U.S. Department of Education, Office for Civil Rights, Region VIII, Federal Office Building North, 1244 Speer Blvd., Suite 310, Denver, CO 80204

Title IX - Sexual Harassment Regulations

Sexual Harassment:

The Board of Directors recognizes that sexual harassment can interfere with a learner’s academic performance and emotional and physical well-being and that preventing and remedying sexual harassment in schools is essential to ensure a nondiscriminatory, safe environment in which learners can learn. In addition, sexual harassment is recognized as a form of sex discrimination and thus is a violation of the laws that prohibit sex discrimination, as addressed in the board’s policy concerning unlawful discrimination and harassment.

Colorado SKIES Academy’s Commitment:

Colorado SKIES Academy is committed to maintaining a learning environment that is free from sexual harassment. It shall be a violation of policy for any staff member to harass learners or for learners to harass other learners or staff members through conduct or communications of a sexual nature or to retaliate against anyone that reports sexual harassment or participates in a harassment investigation.

Colorado SKIES Academy shall investigate all indications, informal reports and formal grievances of sexual harassment by learners, staff or third-parties and appropriate corrective action shall be taken. Corrective action includes taking all reasonable steps to end the harassment, to make the harassed learner whole by restoring lost educational opportunities, to prevent harassment from recurring and to prevent retaliation against anyone who reports sexual harassment or participates in a harassment investigation.

Sexual Harassment Prohibited:

Unwelcome sexual advances, requests for sexual favors, or other verbal, non-verbal or physical conduct of a sexual nature may constitute sexual harassment, even if the harasser and the learner being harassed are the same sex and whether or not the learner resists or submits to the harasser, when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of a learner's participation in an education program or activity.
2. Submission to or rejection of such conduct by a learner is used as the basis for education decisions affecting the learner.
3. Such conduct is sufficiently severe, persistent or pervasive such that it limits a learner's ability to participate in or benefit from an education program or activity or it creates a hostile or abusive educational environment. For a one-time incident to rise to the level of harassment, it must be severe.

Any conduct of a sexual nature directed by a learner toward a staff member or by a staff member to a learner is presumed to be unwelcome and shall constitute sexual harassment. Acts of verbal or physical aggression, intimidation or hostility based on sex, but not involving conduct of a sexual nature may also constitute sexual harassment.

Sexual harassment, as defined above, may include but is not limited to:

- Sex-oriented verbal "kidding," abuse or harassment,

- Pressure for sexual activity,
- Repeated remarks to a person with sexual implications,
- Unwelcome touching, such as patting, pinching or constant brushing against the body of another, suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades or similar personal concerns,
- Sexual violence.

Reporting, Investigation and Sanctions:

Learners are encouraged to report all incidences of sexual harassment to either a facilitator (teacher), counselor or school director in their school building and file a complaint, through the school's complaint and compliance process.

All reports and indications from learners, district employees and third parties shall be forwarded to the Title IX coordinator. All matters involving sexual harassment reports shall remain confidential to the extent possible as long as doing so does not preclude the school from responding effectively to the harassment or preventing future harassment. Filing of a complaint or otherwise reporting sexual harassment shall not reflect upon the individual's status or affect grades.

In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred shall be investigated.

Any learner found to have engaged in sexual harassment shall be subject to discipline, including, but not limited to, being placed under a remedial discipline plan, suspension or expulsion, subject to applicable procedural requirements and in accordance with applicable law. Conduct of a sexual nature directed toward learners shall, in appropriate circumstances, be reported as child abuse for investigation by appropriate authorities in conformity with applicable law and Board policy.

Title IX Coordinator

Kathryn Dutton

Colorado SKIES Academy School Director

(720) 400-7612

Communication

Website:

The best way to keep updated with current events and activities at Colorado SKIES Academy Website: <https://coloradoskiesacademy.org/>

Monday Message:

Each Monday, school information and reminders are sent home via the Monday Message by email to those subscribed to our email list. Please see our website to enroll in the email list. Past Monday Messages will be posted on the website.

Email:

All CSA staff can be reached through email. The address is: firstname.lastname@coloradoskiesacademy.org (no spaces). **Facebook:**

You can follow our journey at: [Colorado SKIES Family Facebook](#)

Cherry Creek Schools:

All additional personal information, such as email address, must be updated on the CCSD parent forms website (my.cherrycreekschools.org). Please use the username and password you created when filling out CCSD enrollment and re-enrollment forms. Once a change is made, please print out a copy of the change and bring it to the CSA front desk or email it to admissions@cherrycreekacademy.org.

Displaying and Posting Information:

All materials to be displayed and/or posted at CSA must first be approved by the School Director. This includes informational posters for CSA, the CSA Foundation, and the CSA Learner Council activities as well as information for any non-school related organization or activity. All materials should be approved 3 days before distribution. Materials should be taken down as soon as the scheduled event is over.

CSA Parent Agreement

As a Colorado SKIES Academy parent/guardian, I acknowledge that I have read and agree to following all of the guidelines, and expectations communicated in the Colorado SKIES Academy Family Guide Book.

I understand:

- CSA is governed by a Parent and Community Board of Directors.
- Volunteering is an essential part of enrollment at CSA.
- Good school attendance is necessary for success at Colorado SKIES Academy.
- A Positive School Community exists when the administration, parents, facilitators, staff members, and learners work together in the child's best interest. When questions, conflicts, or difficulties arise, I will resolve the matter with peace and integrity.
- I agree to follow all the guidelines, policies and expectations mentioned in the CSA Family Learner Guidebook, including the Technology agreement portion.
- I will support Colorado SKIES Academy through volunteering to meet the requested 30 hours per year.

Parent Signature: _____

Learner(s) Name(s): _____

Date: _____

Attachment D

CSA Employee Handbook 2022-23 – document begins on the next page



Colorado Skies Academy

Employee Guidebook 2022-23

Board Approval February 3, 2022

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FROM THE LEADERSHIP

Welcome to Colorado SKIES Academy! Our goal is to assist employees in becoming acquainted with our school mission, goals, and operations as soon as possible. This handbook serves as one of many tools to assist employees in becoming familiar with our school guidelines, practices, and necessary information. School leadership is available to respond to employees' questions so you may be clear on expectations and avoid any misinterpretations.

It is the responsibility of each employee to be familiar with certain specific laws, board policies, and building and/or district regulations. Colorado SKIES Academy has the responsibility to make these documents available to you, but you should read and seek answers to any questions about the law, policy, or regulation.

The work we do here is among the most important done in our society. We wish for you, the school staff, to do this work as effectively and professionally as possible. Our overall goal is to produce superior citizens who will go on to lead successful, productive lives. The path to success for you is to follow closely the information provided in this handbook.

We want to thank you for joining Colorado SKIES Academy and becoming a member of our team.

The Colorado SKIES Academy Board of Directors

MISSION AND VISION STATEMENT

VISION -

The vision of Colorado SKIES Academy (CSA) is to be a charter school for middle school learners dedicated to aerospace career exploration and preparation in the Rocky Mountain region. CSA will focus on providing all learners with the opportunity to explore, develop, and achieve their dreams in aerospace science.

MISSION -

The mission of Colorado SKIES Academy is to provide a high quality educational program that will prepare young people for advanced education and careers in the aviation and aerospace industries. Our mission will be achieved by providing a high quality STEAM (Science, Technology, Engineering, Arts/Design, and Mathematics) middle school education through rigorous PBL (Project-Based Learning) methodology.

Welcome to CSA!

We recognize that our greatest asset is our team of employees. We value the many talents and abilities of our employees and strive for an environment of teamwork, open communication, mutual support, and professionalism.

We designed this Employee Guidebook to provide you with general information about our policies, procedures and guidelines. We always strive to improve, and we encourage your ideas or suggestions. Please take some time to review this Guidebook and if you have any questions, please contact your Supervisor or Employee Services.

The information contained in this Guidebook applies to all employees at Colorado SKIES Academy (“CSA”). It is important that all employees read, understand and follow the provisions in this Guidebook. It is not intended to create any expectations of continued employment or as a contract between CSA and any of its employees.

This Guidebook supersedes any previously issued Guidebooks, policies, benefit statements and/or memoranda, whether written or verbal. CSA reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice with or without notice to you.

Once you have reviewed this Guidebook, please sign the employee acknowledgement forms at the end of this Guidebook, keep one for your files and provide the other to Employee Services. This signed acknowledgement demonstrates to CSA that you have read, understand and agree to comply with the policies outlined in the Guidebook.

HIRING POLICIES AND PROCEDURES

AT WILL EMPLOYMENT

We hope to have a long and mutually beneficial relationship with you. Your employment with CSA is voluntary and is subject to termination by you or CSA at will, with or without cause, and with or without notice, at any time. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit CSA's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This Guidebook does not reflect a contract of employment, either express or implied, between you and CSA.

No CSA representative is authorized to modify this policy for any employee, unless in writing and approved in writing by the Governing Board of Directors.

OPEN DOOR POLICY

At some time or another, you may have a suggestion, complaint, or question about CSA, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints, and questions, and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will attempt to provide a solution or explanation. If the problem is still not resolved, you may present it to Employee Services or the Executive Team, preferably in writing, who will address your concerns.

WORKPLACE VIOLENCE

CSA is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, CSA has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on CSA-related business, or while operating any vehicle or equipment owned or leased by CSA. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, CSA must enlist the support of all employees. Compliance with this policy and CSA's commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility.

Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor or Employee Services. If these individuals are not available, report the incident to any other supervisor and report the incident to the Employee Services as soon as possible. All reports will be investigated by CSA and appropriate corrective action will be taken.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact law enforcement authorities by dialing 911. Immediately after contacting law enforcement authorities, the employee must report the incident to Employee Services.

Employees should immediately inform their supervisor or Employee Services about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

In certain circumstances, CSA may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

There will be no retaliation against any employee who brings a complaint in good faith under the Workplace Anti-Violence Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

IMMIGRATION COMPLIANCE

CSA does not discriminate against any individual because of his or her national origin, citizenship or intent to become a U.S. citizen. It is, however, the policy of CSA to only employ those individuals that are authorized to work in the United States. Therefore, CSA requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States.

As a condition of employment, each new employee must properly complete, sign and date the first section of the USCIS Form I-9, on or prior to the first day employment commences and present documentation establishing identity and employment eligibility within three business days after he or she begins work. If the employee cannot verify his/her right to work in the United States within three business days of employment, CSA will be required to terminate his/her employment immediately.

DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLAINT PROCEDURES

CSA adopted the following policies in compliance with state and federal laws regarding discrimination, unlawful harassment, and retaliation.

CSA is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, CSA has adopted the following policies, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate, even if the violation does not rise to the level of unlawful conduct.

All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report so that CSA may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. CSA is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

EQUAL EMPLOYMENT OPPORTUNITY (DISCRIMINATION)

Covered Individuals: This policy protects all employees of CSA as well as interns, volunteers, and potential employees (applicants). All employees of CSA are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Discrimination: As used in this policy, “discrimination” means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual’s protected category. Discrimination may include, but is not necessarily limited to, factoring an individual’s protected category in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action: As used in this policy, “adverse employment action” may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee’s work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers’ compensation, military, domestic violence); or any other unequal treatment based on the individual’s protected category resulting in an adverse employment action.

Protected Categories: CSA’s policy prohibits discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religion (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups

and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Scope of Policy: CSA is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, CSA makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below

UNLAWFUL HARASSMENT

Covered Individuals: This policy protects all employees of CSA as well as interns, volunteers, and potential employees (applicants). All employees of CSA are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. CSA will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, vendors, contractors, and suppliers, who have workplace contact with our employees.

Protected Categories: CSA's policy prohibits harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religion (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Unlawful Harassment: Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to *any of the above protected categories*:

- *Verbal conduct* such as unwanted sexual advances including flirting, sexually suggestive innuendos, conversations regarding sexual activities, and sexual invitations or comments, racial slurs or epithets, sexist or misogynistic comments, ethnic insults or jokes, religious aspersions or mockery, disability insults or ridicule, homophobic epithets or slurs, transphobic comments or derision, derogatory comments regarding gender, gender identity or gender expression, disparaging remarks regarding military or veteran status, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or mockery of an accent of language or its speakers, negative remarks regarding marital status, or any other belittling, negative or derogatory comments regarding any protected characteristic (“hostile work environment” harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above (“hostile work environment” harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual (“hostile work environment” harassment).
- *Visual conduct* such as derogatory and/or sexually oriented posters, photography, cartoons, objects, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
- *Physical conduct* such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).
- Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

Scope of Policy: CSA is committed to providing a work environment free of unlawful harassment. This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from CSA’s premises, such as a business trip, business-related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below.

SEXUAL HARASSMENT

Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination. A learning and working environment that is free from sexual harassment shall be maintained. It shall be a violation of policy for any member of the CSA staff to harass another staff member or students through conduct or communications of a sexual nature. All staff members of CSA are charged with the duty of responsible implementation of this policy. The following definition shall apply as sexual harassment. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individuals.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

Sexual harassment as defined above may include but is not limited to:

1. Sex-oriented verbal "kidding," abuse or harassment
2. Pressure for sexual activity
3. Repeated remarks to a person with sexual or demeaning implications
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body
5. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, employment status or similar personal concerns

Staff members who believe they have been subject to sexual harassment should report the incident to the school administrator through use of the accompanying grievance procedure. If the alleged harasser is the school administrator, with whom a grievance routinely would be filed, the staff member may file the grievance with the CSA Governing Board. All matters involving sexual harassment complaints shall remain confidential to the extent possible.

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

Policy and Procedure for Title IX Sexual Harassment

Colorado SKIES Academy is committed to providing a safe and inclusive learning and working environment for its community members. Sexual Harassment is strictly prohibited in all of the School's Educational Programs and Activities. The following policy and procedure is designed to ensure an adequate and appropriate response to allegations of Sexual Harassment in the School's Educational Program and Activities, as described herein.

The Title IX Coordinator for the School is: Anne Wodetzki , School Director

The Title IX Coordinator may be contacted at the following:

13025 Wings Way
Englewood, Colorado
720-400-76412
anne.wodetzki@coloradoskiesacademy.org

To file a Title IX Formal Complaint visit:

1. Reporting

Any individual who believes that they or someone else has been a victim of or witness to Sexual Harassment or Retaliation as defined in this policy are encouraged to make a Report of their concern to the Title IX Coordinator. All employees of the School must make a Report to the Title IX Coordinator of any Sexual Harassment of which they or someone else has allegedly been a victim, even if not witnessed first-hand by the employee. Other members of the community are encouraged to make a Report of concerns regarding the same to the Title IX Coordinator. Anyone, even if they are not the individual who experienced the Sexual Harassment, can make a Report to the Title IX Coordinator.

A concern or Report may be submitted to the Title IX Coordinator in any format, although it is encouraged to utilize e-mail or hard copy transmission to better ensure a record can be more readily maintained of the content of the Report or concern. The Title IX Coordinator will make and maintain notes from any verbal Reports made.

It must be noted that an employee making a Report of concerns for Title IX purposes is separate and distinct from an employee's mandatory reporting obligations under state law when an employee reasonably suspects a child has been subjected to child abuse and/or neglect. Mandatory reporting of child abuse and/or neglect must be made directly to appropriate law enforcement and/or local child protection agencies and reporting to the Title IX Coordinator does not satisfy this requirement. It should not be assumed that reporting for Title IX purposes will satisfy an employee's other mandatory reporting obligations.

COMPLAINT PROCEDURE

If you believe there has been a violation of the EEO policy or harassment based on the protected classes outlines above, including sexual harassment, please use the following complaint procedure. Colorado SKIES Academy expects employees to make a timely complaint to enable Colorado SKIES Academy to investigate and correct any behavior that may be in violation of this policy.

Report the incident to the school leader or Employee Services who will investigate the matter and take corrective action. Your complaint will be kept confidential as practicable.

If Colorado SKIES Academy determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

COMPLAINT RESOLUTION

If an employee disagrees or is dissatisfied with a work-related matter, they are encouraged to use the following procedure:

1. Discuss the situation promptly with an administrator, when or if appropriate. Normally, this discussion should be held within 3-5 days of the incident, or in a timely manner. Discussions held in a timely manner will enhance the ability to resolve concerns. The majority of misunderstandings can be resolved at this level.
2. If the solution offered is not satisfactory, or if it is inappropriate to go through an administrator, the employee is encouraged to take the problem to the next higher-level leader.
3. Should further resolution be required, the employee may submit a written complaint to Colorado SKIES Academy Board of Directors. Colorado SKIES Academy Board of Directors will respond in writing to the employee, and their decision is final.

RETALIATION

Covered Individuals: This policy protects all employees of CSA as well as interns, volunteers, and potential employees (applicants). All employees of CSA are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Retaliation: As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of this policy; cooperating or participating in investigations or proceedings arising out of a violation of this policy; or engaging in any other activity protected by applicable law.

Adverse Employment Action: As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

COMPLAINT PROCEDURE—DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION

Duty to Report: At CSA, we encourage all employees to be vigilant and aware of how we are treating others. Each Supervisor has the responsibility to maintain a workplace and educational environment free from any form of sexual or other unlawful harassment. All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. All employees (particularly supervisors) who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s) in accordance with the procedures set forth below. Immediate reporting allows CSA to quickly and fairly resolve any complaints in the workplace.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaint to CSA: Submit a complaint to Supervisor and/or Employee Services. If these individuals are not available, or in the event you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to any other supervisor as soon as possible. There is no requirement to report your complaint to any designated supervisor within CSA. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has

allegedly engaged in the inappropriate behavior that is the subject of your complaint. If you have a complaint that involves the School Administration, submit the complaint directly to the Chair of the Board of Directors.

Should a supervisor become aware of any conduct that may constitute unlawful harassment, discrimination, retaliation, or other prohibited behavior, the supervisor must report the conduct to Employee Services immediately so that action may be taken to address and remediate such conduct. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Contents of Complaint: Your report should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation.

Response to Complaint (Investigation): Upon notice of conduct requiring an investigation, CSA will look into the facts and circumstances of the alleged violation, as appropriate. CSA will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of “qualified personnel” and using methods that provide all parties with “appropriate due process.” CSA’s investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

CSA may investigate conduct in the absence of a formal complaint if CSA has reason to believe that an individual has engaged in conduct that violates CSA policies or applicable law. Further, CSA may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with CSA’s investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, CSA will provide regular progress updates, as appropriate, to those directly involved. CSA will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, CSA will inform the complainant(s) and the accused of its findings and decisions to the extent permitted by applicable law.

Corrective Action: If CSA determines that violations have occurred, CSA will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, CSA is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation: There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there

has been a violation, or if the charges cannot be proven. Please refer to CSA's Retaliation Policy above for further information.

ANTI-BULLYING POLICY

In addition to CSA's commitment to providing an environment free from unlawful harassment, discrimination, and retaliation, CSA prohibits workplace bullying.

Any employee who believes that he or she has been bullied, is being coerced to participate in bullying or who has information about bullying conduct by a coworker, supervisor, agent, client/customer, vendor or other third party not employed by CSA should provide a written or verbal report to Employee Services, or his or her supervisor. If the employee's supervisor is the individual about whom the employee has a complaint, or concern, the employee should make a report to Employee Services.

CSA will look into any complaints of workplace bullying. CSA will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible. If a complaint of bullying is substantiated, appropriate disciplinary action, up to and including discharge, may be taken.

CSA will not tolerate retaliation against any employee who makes a good faith complaint regarding workplace bullying.

DISABILITY ACCOMMODATION

To assist our fellow coworkers who are disabled or become disabled and to comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, CSA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to CSA.

Any applicant or employee who requires an accommodation should contact Employee Services and request such an accommodation. The individual with the disability should specify in writing what accommodation he or she needs to perform the job. CSA will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If the accommodation is reasonable and will not impose an undue hardship on CSA and/or a direct threat to the health and/or safety of the individual or others, CSA may make the accommodation. CSA may also propose an alternative accommodation. The individual is required to fully cooperate with CSA in seeking and evaluating alternatives and accommodations. Supervisors that become aware of information that an employee may need a

reasonable accommodation to perform the essential functions of his or her job must report it to Employee Services. CSA will engage in the interactive process in compliance with applicable law. CSA may require medical verification of both the disability and the need for an accommodation.

CSA will also consider requests for reasonable accommodations for medical conditions related to pregnancy and childbirth where supported by medical documentation and will make lactation accommodations in accordance with the policy in this handbook.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined above.

RELIGIOUS ACCOMMODATION

We value the diverse backgrounds of our employees and will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, including time off for religious holidays and accommodations related to dress and grooming practices, unless doing so would cause an undue hardship on CSA. If you desire a religious accommodation, please make the request in writing to your supervisor or Employee Services as far in advance as possible. If you believe you have been subjected to discrimination, please follow the complaint procedure outlined above.

RETALIATION POLICY

In accordance with applicable law, CSA prohibits retaliation against any employee because of the employee's refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. CSA also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee's "whistle-blowing" activity against a former employer.

EMPLOYEE CLASSIFICATION

CSA's employees are classified in the following categories: Exempt, Non-Exempt, Full-Time, Part-Time, Temporary/On Call. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and CSA. Accordingly, either the employee or CSA can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

Exempt: Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis and are not entitled to overtime pay.

Non-Exempt: Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. These employees are paid on an hourly basis and are entitled to overtime wages for overtime worked in accordance with the law.

Full-Time: Full time employees are those employees who are regularly scheduled to work at least 30 hours in a week.

Part-Time: Part time employees are those employees who are regularly scheduled to work less than 30 hours in a week.

Temporary/On Call: These are positions that require work schedules of no particular hours or duration. Employees who occupy these positions may also be expected to work an ongoing but irregular schedule OR to work short-term temporary schedules OR to work on-call. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by Employee Services.

Part-Time and Temporary employees are eligible to accumulate paid sick leave under the Healthy Family and Workplaces Act. If you have any questions about your classification, please consult with Employee Services.

FAMILIAL AND RELATED CONFLICT OF INTEREST

CSA wants to preserve a working environment that has clear boundaries between personal and professional relationships. All employees must avoid situations involving actual or potential conflicts of interest.

Some situations such as the ones described below can create conflicts of interest requiring CSA to take the employee's relationship with another employee into account.

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of actual or perceived favoritism.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest or situations of actual or perceived favoritism. If such a relationship arises, both employees should notify CSA so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

If a staff member forms a special social relationship or begins dating a parent of an CSA learner, the staff member should ensure that he or she does not treat the learner differently from other learners in any manner and under any

circumstances. If a conflict arises, the staff member must notify CSA so that appropriate measures may be taken to address the situation.

An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, CSA may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest may constitute grounds for disciplinary action.

FINANCIAL CONFLICT OF INTEREST

While employed by CSA, employees owe a duty of loyalty to CSA and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of CSA's business dealings.

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which CSA does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving CSA. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from clients, customers, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Employee Services before accepting any item worth in excess of \$250.00 from clients, customers, or vendors.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

TUBERCULOSIS TESTING

To protect the health of our learners and team, new employees should provide either proof of an examination within the 60 days from the start of employment and that he or she is free of active tuberculosis, or complete and submit the CSA Adult Tuberculosis (TB) Risk Assessment Questionnaire and TB Physician's Certification in accordance with applicable laws.

Employees transferring from other public or private schools within the State of Colorado may either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the

employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an X-ray of the lungs or provide the Risk Assessment and Physician's Certification

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by CSA.

Each employee is required to have the appropriate documentation on file with CSA. An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if directed by the Board upon recommendation by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. CSA shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

CRIMINAL BACKGROUND CHECKS

As a condition of employment, CSA requires applicants for employment to complete fingerprinting and background checks consistent with legal requirements. CSA will not employ any applicant until it has a completed check of the state criminal history file as provided by law. CSA shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification to the extent permitted by law.

Employee Services and/or the Executive Team shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

EMPLOYEE-LEARNER RELATIONS POLICY

BOUNDARIES DEFINED

For the purposes of this policy, the term "Boundaries" is defined as acceptable professional behavior by employees while interacting with a learner. Trespassing beyond the Boundaries in interactions with learners is deemed an abuse of power and a betrayal of public trust.

UNACCEPTABLE AND ACCEPTABLE BEHAVIOR

Some activities may seem innocent from an employee's perspective, but some of these can be perceived as flirtation or sexual insinuation from a learner or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and learners but to prevent relationships that could lead to, or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Employees that have interactions with any learners of schools which CSA services must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. If a learner specifically requests that he or she not be touched, then that request must be honored. Violations could subject the staff member to discipline up to and including termination. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with learners fosters the charter mission of academic excellence, employee-learner interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual learner that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the School Director. It is recommended that any such gifts be filtered through the School Director along with the rationale therefore.
- Kissing of ANY kind
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.)
- Full frontal or rear hugs and lengthy embraces
- Sitting learners on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with learners or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a learner in a private situation
- Intentionally being alone with a learner away from CSA and/or a client school site

- Furnishing alcohol, tobacco products, or drugs to a learner or failing to report knowledge of such items
- “Dating” or “going out with” a learner
- Remarks about physical attributes or physiological development of anyone. This includes comments such as “Looking fine!” or “Check out that [body part].”
- Taking photographs or videos of learners for personal use or posting online
- Undressing in front of a learner
- Leaving campus alone with a learner
- Sharing a bed, mat, or sleeping bag with a learner
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a learner beyond the normative care and concern required of an educator or caretaker
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a learner
- Becoming involved with a learner so that a reasonable person may suspect inappropriate behavior
- Giving learners a ride to/from CSA, a client school site and/or school activities without the express, advance written permission of the School Director and the learner’s parent or legal guardian
- Being alone in a room with a learner with the door closed
- Allowing learners in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other designated school volunteer
- Excessive attention toward a particular learner
- Sending emails, text messages, instant messages, social media messages, or letters to learners if the content is not about CSA activities and not in accordance with applicable CSA policies or in violation of CSA’s Social Media Policy
- Being “friends” with a learner on any personal or non- CSA social media website
- Communicating with learners or parents/guardians in violation of CSA’s Social Media Policy

- Engaging in inappropriate and/or unprofessional communications with learners on CSA's social media
- Using profanity with or to a learner
- Involving learners in non-educational, non-school or non-CSA related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade learners on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining parents' written consent for any after- school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (CSA and parental) to take learners off CSA's property or any school sites for activities such as field trips or competitions including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- E-mails, text messages, phone conversations, and other communications to and with learners must be professional and pertain to CSA activities or classes, and communication should be initiated via CSA-based technology and equipment
- Keeping the door wide open when alone with a learner
- Keeping reasonable and appropriate space between you and learners
- Stopping and correcting learners if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a learner
- Keeping after-class discussions with a learner professional and brief
- Asking for advice from senior staff or administrators (such as Employee Services) if you find yourself in a difficult situation related to Boundaries

- Involving your supervisor if conflict arises with a learner
- Informing Employee Services about situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a learner's fixation on an adult)
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of learners and/or coworkers
- Asking another employee to be present if you will be alone with any learner who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a learner
- Giving learners praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of learner contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of CSA

This policy does not prevent: 1) touching a learner for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

REPORTING VIOLATIONS

When any employee, parent, or learner becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Employee Services. CSA employees are considered mandated reporters and any observations or information that the teacher learns or sees that would trigger a mandatory reporting obligation, but they expressly inform the teacher that they are not trying to interfere with any mandatory obligations that the teacher has. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect learners, the suspected employee, any witnesses, and CSA as a whole. Employees must also report to Employee Services any awareness of, or concern about, learner behavior that crosses Boundaries or any situation in which a learner appears to be at risk for sexual abuse.

INVESTIGATING

Employee Services will promptly investigate any allegation of a violation of the Employee-learner Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances,

unless the allegation also constitutes a reportable allegation under Colorado law. In the event the allegation also constitutes such a reportable allegation, Employee Services shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-learner Relations Policy, but not a violation of Colorado law, Employee Services or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected learner(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

VIOLATIONS

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

DRUG AND ALCOHOL FREE WORKPLACE

Our employees are our most valuable resource, and we are committed to providing a safe working environment to protect our employees and others, and to minimize the risk of accidents and injuries. It is CSA's policy to maintain a drug and alcohol free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on CSA property at any time. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, illegal drugs or other intoxicating substances.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Marijuana" means and includes medicinal marijuana, marijuana vaping or other recreational marijuana use, "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, marijuana and/or illegal drugs in any detectable manner.

CSA prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol on CSA property at any time or at an CSA client site;

- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol while attending an CSA function or event;
- Storing alcohol (if unauthorized), illegal drugs, marijuana or drug paraphernalia in a locker, desk, automobile, or other repository on CSA's premises or the premises of an CSA client;
- Refusing to submit to an inspection or testing when requested by CSA;
- Being under the influence of illegal drugs, marijuana, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on any client sites or premises and/or attending an CSA function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

Engaging in any of the activities above shall be considered a violation of CSA's policy and the violator will be subject to discipline, up to and including termination. CSA complies with all federal and state laws and regulations regarding drug use while on the job.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by CSA where alcohol is served or while entertaining clients and prospective clients of CSA. However, employees must remember their obligation to conduct themselves appropriately at all times while at CSA-sponsored functions or while representing CSA.

Any employee who is convicted of a violation of any criminal drug statute for a violation occurring in the workplace shall notify CSA no later than five days after such conviction.

PRESCRIPTION DRUGS

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' prescription drug use or nonprescription medication may affect their job performance, such as by causing dizziness or drowsiness. If you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Employee Services. CSA will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and learners.

DRUG TESTING

CSA may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom CSA reasonably suspects of using, possessing, or being under the influence of an illegal drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug, marijuana or alcohol or is acting in such a manner that they may harm themselves or another employee or learners.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. CSA shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

COUNSELING AND REHABILITATION

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at CSA. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, CSA may report such illegal drug activities to an appropriate law enforcement agency.

HEALTH, SAFETY AND SECURITY POLICIES

CSA is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, CSA has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The Injury and Illness Prevention Program is kept by Employee Services and is available for your review.

All employees are expected to know and comply with CSA's general safety rules and to follow safe and healthy work practices at all times. Please immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

CSA has also developed guidelines to help maintain a secure workplace. It is important for all employees to be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the

facilities, as well as the welfare of our employees and our learners, depends upon the alertness and sensitivity of every individual.

EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who are required to drive their own vehicle on approved CSA business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, CSA retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved CSA business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved CSA business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by CSA or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, learners, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

SMOKING

In an effort to provide a healthy and comfortable work environment for everyone, smoking is prohibited in the school building or on school grounds. All CSA buildings and facilities, as well as client sites, are non-smoking facilities. All types of tobacco use are prohibited, including nicotine and non-nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to meal and rest periods if taken off premises.

HOUSEKEEPING

CSA strives for a clean, safe and sanitary environment. All employees are expected to keep the premises orderly and to clean up after themselves, which includes leaving their work areas, common areas, the kitchen and the refrigerator neat and clean.

CSA PROPERTY & INSPECTIONS

CSA is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, CSA provides property and facilities to its employees to carry out business on behalf of CSA. Employees may also have access to property and facilities at client sites. Desks, files, copiers, storage areas, work stations, file cabinets, lockers, and supplies, both office and household, are CSA property or the property of clients and must be maintained according to CSA rules and regulations. They must be kept clean and are to be used only for work-related purposes. Accordingly, employees do not have a reasonable expectation of privacy when using any CSA property or facilities or any property or facilities at client sites. In accordance with these policies, all such facilities and property may be inspected by CSA or its clients at any time, with or without prior notice to the employee. CSA reserves the right to deny entry to any person who refuses to cooperate with any inspections by CSA or its clients. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Prior authorization must be obtained before any CSA property or property of its clients may be removed from the applicable premises. All CSA property must be immediately returned upon request, an extended leave of absence and/or termination of the employment relationship.

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The CSA is not responsible for any lost or stolen personal items at work.

Terminated employees should remove any personal items at the time they leave the CSA. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

SOLICITING/CONDUCTING PERSONAL BUSINESS WHILE ON DUTY

In order to maintain and promote efficient operations, discipline, and security, CSA maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.

2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
3. No employee shall enter or remain in CSA work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include CSA parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on CSA property.
5. Under no circumstances will employees or volunteers who have a learner enrolled at CSA conduct “parent business” while in the building for their assigned shift; any parent/staff member conversations must be (a) scheduled (no “drive by” meetings allowed) and (b) held outside working/volunteer hours.
6. All employees who have a learner enrolled at CSA will use their work email address solely for professional reasons and will conduct “parent business” using a personal email address.
7. All employees must focus on their assigned duties during working hours and thus will avoid bringing any non-CSA learners to work with them except with express approval from a Director.
8. All employees who have a learner enrolled at CSA must make arrangements for their child to go home if illness or injury demands, even if this means the employee must cut their working shift short or have a substitute finish out the day.
9. All hourly employees who work After School Clubs must clock out of their CSA timecard before logging hours for WorldOver/After School Clubs.
10. Non-employees must sign in at the front office before entering CSA property.

Violations of this policy may result in disciplinary action, up to and including termination.

USE OF CSA COMMUNICATION EQUIPMENT AND TECHNOLOGY

CSA has a commitment to protect our employees and our learners. One of the ways to protect our employees and learners is to monitor and limit technology use within safe boundaries.

CSA’s electronic communications systems (“Communications Systems”) includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing,

voice mail, facsimiles, and connections to the Internet and other internal or external networks. All CSA-owned Communications Systems remain the property of CSA and are provided to the employee to carry out business on behalf of CSA, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using CSA owned equipment and technology. Communications (including any attached message or data) made using CSA owned communications equipment and technology are subject to review, inspection and monitoring at any time by CSA.

Protecting our learners and the children at CSA is one of our top priorities. In order to do so, CSA uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the learner Internet Use Policy and Agreement. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voicemail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by CSA personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Employees that do not safeguard their passwords from unauthorized learner use, or that allow a learner to access computers in violation of the learner Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

PROHIBITED USE

The Communications Systems is provided solely for the purpose of conducting CSA business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt CSA business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems. Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the appropriate prior written authorization. Employees are not permitted to use CSA's Communications Systems to view visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and Internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of a Protected Category as defined in the Discrimination, Unlawful Harassment, Retaliation and Complaint Procedures policy herein or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. CSA has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems. Users are also prohibited from using the Communications Systems for transmitting or making accessible

annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

The e-mail system and Internet access is not to be used in any manner that is against the policies of CSA, contrary to the best interest of CSA or for personal gain or profit of the employee against the interests of CSA. Employees must not use CSA's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding learners.

Users must not alter, copy, transmit, or remove CSA information, proprietary software, or other files without proper authorization from CSA.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter employee's express permission. Each employee is responsible for the content of the messages sent out using his/her CSA issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless the latter employee expressly authorizes such use. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

CONFIDENTIALITY AND PRIVILEGES

Information stored on the Communications Systems is intended to be kept confidential within CSA. CSA has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside CSA, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

ACCESS AND DISCLOSURE

CSA, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Executive Team, Director of Employee Services or Supervisor, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although CSA entrusts you with the use of voice mail, e-mail, computer files, software, or similar CSA property, you should keep in mind that these items have been installed and maintained at great expense to CSA and are only intended for business purposes. At all times, they remain CSA property. Likewise, all records, files, software, and electronic communications contained in these systems also are CSA property. You are advised that electronic files, records, and communications on CSA computer systems, electronic communication systems, or through the use of CSA telecommunications equipment are not private. Although they are a confidential part of CSA property, you

should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voicemail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by CSA personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voicemail messages and e-mail messages should be routinely deleted when no longer needed. CSA is not responsible for costs incurred when employees use CSA telephones or e-mail systems for personal matters.

You should be advised to use voicemail and email as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when CSA, in order to conduct business, will utilize its ability to access your email, voicemail, computer files, software, or other CSA property. CSA also may inspect the contents of your voicemail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when CSA suspects that CSA property is being used in an unauthorized manner.

CSA reserves the right to use and disclose any electronic communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

DISCIPLINE FOR VIOLATIONS OF POLICY

Any person who discovers misuse of the Internet access or any of CSA’s Communications Systems should immediately contact Employee Services. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

POLICY MAY BE AMENDED AT ANY TIME

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. CSA reserves the right to amend this policy at any time through an authorized writing from an authorized CSA representative.

EMPLOYEE BLOGS AND SOCIAL NETWORKING

SCOPE

In light of the explosive growth and popularity of social media technology in today's society, CSA has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to CSA; (2) engage in social media activities during working hours; (3) use CSA equipment or resources while engaging in social media activities; (4) use your CSA email address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with CSA; or (6) interact with CSA learners or parents/guardians and/or with the learners, parents and guardians of the schools CSA services (regarding CSA-related business) on the Internet and on social media sites.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram, TikTok and SnapChat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, CSA's other policies, rules, and standards of conduct. For example, CSA policies on confidentiality, use of CSA equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all CSA policies whenever your social media activities may involve or implicate CSA in any way, including, but not limited to, the policies contained in this Handbook.

STANDARDS OF CONDUCT

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of CSA policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of CSA's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-

related confidential communications. This prohibition applies both during and after your employment with CSA.

- Do not post confidential information (as defined in this Handbook) about CSA, its employees, or its learners. Remember that most learner information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the learner. Publicizing learner work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your CSA-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with CSA’s background check procedures.
- Be knowledgeable about and comply with CSA’s reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Employee Services.
- We encourage you to be fair and courteous to fellow employees, learners, parents, vendors, customers, suppliers, or other people who work on behalf of CSA. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, learners, parents, vendors, customers, suppliers, or other people who work on behalf of CSA, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about CSA, fellow employees, learners, parents, vendors, customers, suppliers, people working on behalf of CSA, or competitors.
- Never represent yourself as a spokesperson for CSA unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with CSA, make it clear that you are not speaking on behalf of CSA and that your views do not represent those of CSA, fellow employees, learners, parents, vendors, customers, suppliers, or other people working on behalf of CSA. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of CSA.”
- Never be false or misleading with respect to your professional credentials.

CREATING AND USING CSA SOCIAL MEDIA

Employees are only permitted to communicate and connect with learners on social media that is owned and operated by CSA. Employees are only permitted to communicate and connect with learners’ parents or guardians regarding CSA-related matters on social media that is owned and operated by CSA. All communications with parents or

guardians regarding CSA-related matters on non-CSA or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with learners on non-CSA or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to Employee Services and members of the Marketing Team, are responsible for approving requests for CSA social media, monitoring CSA social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). CSA has final approval over all content and reserves the right to close the social media at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by CSA in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create CSA social media from your supervisor.
- Contact the IT Department to set up social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

ACCESS

Employees are reminded that CSA's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, email accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of CSA. All communications and information transmitted by, received from, or stored in these systems are CSA records.

As a result, CSA may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. CSA may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with CSA has engaged in a violation of this, or any other, CSA policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to CSA's various electronic communications systems.

DISCIPLINE

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

RETALIATION IS PROHIBITED

CSA prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

QUESTIONS

In the event you have any questions about whether a particular social media activity may involve or implicate CSA, or may violate this policy, please contact Employee Services.

Social media is in a state of constant evolution, and CSA recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each CSA employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

PARTICIPATION IN RECREATIONAL OR SOCIAL ACTIVITIES

To encourage teamwork at CSA, we encourage participation in recreation and social activities sponsored or supported by CSA. Please note that employee participation is strictly voluntary and employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and CSA disclaims any and all liability arising out of the employee's participation in these activities.

PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

At the time of your employment, a personnel file is established for you. CSA strives to keep accurate and up to date personnel records. Please keep Employee Services advised of changes that should be reflected in your personnel file. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable CSA to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of an CSA representative, at a mutually convenient time. A request for information contained in the personnel file must be in writing and directed to Employee Services.

Current and former employees, or employee representatives, may also request inspection through the use of an CSA-provided request form. Please contact Employee Services to schedule a convenient time. If you desire, you may add a written statement to your file explaining any disputed item.

Access to information in personnel files is restricted. Only authorized managers and management personnel will have access to your personnel file. However, CSA will cooperate with—and provide access to your personnel file to—law enforcement officials or local, state or federal agencies or as otherwise required in accordance with applicable law.

HOURS OF WORK, OVERTIME AND ATTENDANCE

WORK HOURS AND SCHEDULES

CSA's normal working hours are from **7:30 a.m. – 4:00 p.m.**, Monday through Friday. The work schedule for full-time non-exempt employees is normally 40 hours per week. Your supervisor will assign your work schedule. Employees are expected to be punctual and ready to start work at their scheduled time.

OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

For purposes of calculating overtime, CSA's standard work week begins on Saturday at 12:00 a.m. (midnight) and ends on Friday at 11:59 p.m.. CSA's standard workday is 12:00 a.m. (midnight) to 11:59 p.m. each day.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked. Any overtime must be pre authorized in writing by the Supervisor.

MEAL AND REST PERIODS

Meal Periods: All non-exempt employees shall be entitled to an uninterrupted and duty-free meal period of at least 30 minutes if their workday exceeds 5 hours. Such meal period shall be, to the extent possible, at least one (1) hour after the commencement of the workday, and at least one (1) hour prior to the end of the workday.

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. Non-exempt employees must record the exact start and stop times of each meal period through CSA's timekeeping system so that CSA may monitor time records for compliance. Where a 30-minute uninterrupted or duty-free meal period is impractical, based upon the nature of the work, then the employee may consume a meal while on duty, and will be paid for that time.

Rest Periods: All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to

lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

Employees are eligible for the following number of rest periods:

Length of Work Period in Hours	# of Rest Periods	Explanation
0 to < 2.0	0	An employee whose work period is less than 2.0 hours is not entitled to a rest period.
≥ 2.1 to ≤ 6	1	An employee whose work period is 2.1 hours up to and including 6 hours is eligible to take one rest period.
> 6 to ≤ 10	2	A non-exempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three rest periods.

During your rest periods, employees are absolutely prohibited from performing work of any kind or any amount. You are excused from all duties. In addition, please understand that you may not join together required rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor on the same workday that he or she experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a rest period, the employee is not entitled to additional pay for that rest period. If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to be paid for that missed break or for the time spent during the meal period. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Employee Services.

Failure to comply with CSA's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

LACTATION ACCOMMODATION POLICY

Employees have the right to reasonable time and access to a private area during the workday to express milk. In compliance with state and federal law, CSA provides a supportive environment to enable nursing mothers to express breast milk during the work day.

CSA will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child. The lactation break time, if possible, should run concurrently with scheduled rest breaks and meal periods already provided to the employee. If required, a reasonable amount of additional time will be provided.

If the lactation break time cannot run concurrently with rest and meal periods already provided or additional time is needed for the employee, the lactation break time will be unpaid. Where unpaid breaks or additional time are required, the employee should work with the Supervisor and/or Employee Services regarding scheduling and reporting the extra break time as unpaid.

Because exempt employees receive their full salary during weeks in which they work and they are not normally required to identify break and meal times, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, CSA shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, CSA may provide another cooling device suitable for storing milk, such as a CSA-provided cooler. Employees should discuss with the Supervisor the location for storage of expressed milk. Employees may also provide their own portable small storage unit or cooler for keeping expressed breast milk cold.

To request the above, please contact the Supervisor or Employee Services. CSA will respond accordingly, generally within two business days.

PAY DAYS

Employees who are salary employees will be paid once per month on the last day of each month. All other employees (i.e., those on an hourly basis, etc.) will have paydays scheduled on the 5th and 20th of each month (see Employee Services for the schedule). Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the day of work before the day(s) off. Employees are required to report any overpayment of wages to the Payroll Department. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

ATTENDANCE POLICY

CSA strives for a healthy and positive work environment. Good attendance and punctuality are an important part of the day-to-day operations. Excessive absenteeism and/or tardiness might place a burden on fellow employees and CSA.

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the Supervisor to the extent possible. If it is not possible to arrange your absence or tardiness in advance, you must notify the Supervisor no later than one-half hour before the start of your workday or as soon as reasonably practicable, if you are absent or tardy in accordance with CSA's sick leave policy. Because voicemail messages may go unheard for significant periods of time, leaving a voicemail message is not a sufficient method of notifying your supervisor—you must personally contact your supervisor in a timely manner. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission.

If you are a facilitator and need a substitute for any absence other than those taken under CSA's sick leave policy, you are responsible for communicating with the designated contact for your specific site and submitting a request for the designee to arrange for a substitute. This request must be submitted in advance. Please see CSA shared drive and guidelines for more information. If you are absent from work longer than one day please communicate this with your Supervisor or designated contact.

Excessive unexcused absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three consecutively scheduled workdays, CSA will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

TIME RECORDS

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked. This means non-exempt employees must record their time whenever they begin, cease, or resume working during the course of a workday. While you need not record when you begin or end your rest periods, you must record when you begin and end your meal periods. Under no circumstances may one employee record time for another employee. Exempt employees may also be expected to record their time worked and report absences from work due to personal needs or illness.

If instructed by your supervisor, you will be expected to record time worked on a timesheet for each pay period. Recording inaccurate time on your timesheet or recording time on another employee's timesheet is a violation of CSA policy and may result in discipline, including immediate termination. Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

STANDARDS OF CONDUCT

PERSONAL APPEARANCE

CSA encourages all employees to maintain professionalism in appearance and in behavior. Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all time wear shoes. Your supervisor will inform you of any specific dress requirements for your position.

PROHIBITED CONDUCT

CSA expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by CSA. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by CSA.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Violation of CSA's Drug and Alcohol Free Workplace policy
- Theft or embezzlement
- Willful destruction of property
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay

- Any act of sufficient magnitude to cause disruption of work or gross discredit to CSA
- Misuse of CSA property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course and scope of your employment with CSA
- Acts of discrimination or unlawful harassment based on gender, ethnicity or any other basis protected by applicable law or policies
- Failure to comply with CSA's safety procedures
- Insubordination such as a failure to follow a supervisor's legitimate and legal direction.
- Failure to follow any known policy or procedure of CSA or gross negligence that results in a loss to CSA
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unauthorized use of CSA equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Failure to take meal and/or work breaks
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from CSA.
- Sleeping or malingering on the job
- Unfit for service, including the inability to appropriately instruct or associate with learners.
- Performing unauthorized work on CSA time.
- Unauthorized use of cameras or other recording devices on CSA's premises.
- Making false or malicious statements about any employee or CSA.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with learners, parents, or other employees at any time on CSA's premises or while performing duties on behalf of CSA.
- Violation of the Employee-learner Relations policy
- Violation of any safety, health, security, or other CSA policies, rules, or procedures.

Although employment may be terminated at will by either the employee or CSA at any time, without following any formal system of discipline or warning, CSA may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. While one or more of these forms of discipline may be taken, no formal order or procedures are necessary.

This statement of prohibited conduct does not alter or limit the policy of employment at will. Either you or CSA may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

CONFIDENTIAL INFORMATION

It is important to CSA to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and learner information, parent and learner lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current learners which is protected under the Family Educational Rights and Privacy Act.

CSA devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of CSA you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by CSA. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of CSA, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to CSA during extended leaves of absence or upon termination of employment.

During your employment with CSA, you will not be permitted nor required to breach any obligation to keep in confidence, proprietary information, knowledge, or data acquired during your former employment. You must not disclose to CSA any confidential or proprietary information or material belonging to former employers or others.

Although some written and electronic materials owned by CSA may be considered to be public records, employees must refer any person seeking school records or information to Employee Services for handling.

CSA prohibits audio or video recordings in the workplace, during working hours and/or at any client sites without authorization of CSA due to privacy and confidentiality concerns and protections.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

CHILD NEGLECT AND ABUSE REPORTING

An employee who knows or reasonably suspects a child has been the victim of child abuse or neglect shall report the instance to the Colorado Department of Children and Family Services. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents. Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." CSA employees that are mandated reporters are required to report instances of child abuse when the employee has a "reasonable suspicion" that child

abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, an CSA Site Director, an CSA counselor, coworker or other person shall not be a substitute for making a mandated report to **Colorado Department of Children and Family Services**. In addition, employees must also complete annual training as required by law. Employees who have any questions about these reporting requirements should contact Employee Services.

OUTSIDE EMPLOYMENT

Employees are required to inform CSA, before accepting any employment or consulting relationship with another person or entity while employed by CSA. While CSA does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with CSA, that creates a conflict of interest that interferes with the employee's work for CSA or that reflects negatively on either the employee or CSA.

EXPENSE REIMBURSEMENTS

CSA will reimburse employees for reasonably necessary expenses incurred in the furtherance of CSA's business. In order to be eligible for reimbursement, employees must follow the protocol set forth in CSA's policy regarding expenditures. In general, all expenses must have been previously approved in Purchase Order form by the Supervisor. Purchase Orders may be obtained and completed through the CSA Office Manager. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted on a timely basis in accordance with CSA's expenditure policy to the Business Office for payment process.

EMPLOYEE BENEFITS AND LEAVES OF ABSENCE

CSA is happy to provide eligible employees with a wide range of benefits. The description of Benefits that follows is only a brief summary for your general information. For details and exact information, please contact Employee Services.

PAID SICK LEAVE

CSA enacted this policy in accordance with the Colorado Health Family and Workplaces Act (“CHFVA”) to provide paid sick leave (“PSL”) to eligible employees.

ELIGIBLE EMPLOYEES

All employees (including full-time, part-time and temporary employees) in Colorado are eligible to accrue PSL under the accrual rate and caps set forth in this policy.

PERMITTED USE

Employees may use PSL hours as soon as they are earned. The allowable reasons for use of PSL are limited to the following:

1. An employee has a mental or physical illness, injury, or health condition that prevents the employee from working;
2. An employee needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
3. An employee needs to obtain preventative medical care;
4. An employee needs to care for a family member who has a mental or physical illness, injury, health condition; or who needs to obtain a medical diagnosis, care, or treatment; or who needs to obtain preventative medical care.
5. An employee or an employee’s family member has been the victim of domestic abuse, sexual assault, or harassment and the use of the leave is to seek medical attention for the employee or the employee’s family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment; or for the employee or employee’s family member to obtain services from a victim services organization, mental health or counseling, or to seek relocation due to the domestic abuse, sexual assault, or harassment; or to seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment.
6. Due to a public health emergency in which a public official has ordered the closure of the Employer or the school or place of care of an employee’s child and the employee needs to be absent from work to care for the employee’s child.

For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. “Child” means a biological child, a foster child, an

adopted child, a step child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by Colorado law.

ACCRUAL RATE, MAXIMUM, AND CARRYOVER

Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee’s normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

All Regular Full-Time Exempt Employees: CSA provides exempt employees with up to 12 days (or 96 hours) of PSL each year (July 1-June 30) at an accrual rate of 1 day (or 8 hours) per month beginning immediately upon hire or on July 1, whichever occurs first. The accrual of PSL is capped at a maximum of 12 days (or 96 hours). Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to a maximum carry over cap of 96 hours.

All Other Employees: Eligible employees will accrue one hour of PSL for every 30 hours worked beginning immediately upon hire or on July 1, whichever occurs first. There is a cap on PSL accrual. Employees may accrue up to a maximum accrual of 72 hours of PSL. Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

LIMITS ON USE

Eligible employees may use accrued PSL beginning on the 90th day of employment in accordance with the maximum amounts listed below:

All Regular Full-Time Exempt Employees: Each year (July 1-June 30), employees may only use a maximum of 12 days (or 96 hours) of their accrued PSL.

All Other Employees: Each year (July 1-June 30), employees may only use a maximum of 48 hours of their accrued PSL.

PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

NOTIFICATION

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

TERMINATION

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

NO DISCRIMINATION OR RETALIATION

CSA prohibits discrimination or retaliation against employees for using their PSL

WAGE HISTORY AND DISCLOSURE OF PAY RATE

In determining an employee's pay the School will not inquire about or rely on the wage history of the prospective employee. The School will not discriminate or retaliate against prospective employees for failing to disclose their wage history. The School will not discharge, discipline, discriminate against, coerce, intimidate, threaten, or interfere with an employee or other person because the employee or person inquired about, disclosed, compared, or otherwise discussed the employee's pay rate.

SURVEILLANCE CAMERAS

Surveillance cameras have been installed in locations where the security of either property or people will be enhanced, including, but not limited to, inside and outside of buildings and on our school buses. Surveillance cameras will not be used in locations where there is a reasonable expectation of privacy, as defined by law.

Video and/or audio recordings may be used as evidence in any disciplinary action, administrative or criminal proceeding, and may become a part of a student's education record or an employee's personnel file. All recordings of illegal activities of employees, students, or others will be forwarded to the appropriate law enforcement authority. CSA will comply with all requirements of the Family Educational Rights and Privacy Act (FERPA) prior to releasing any recordings to parents or guardians of students involved in disciplinary matters. Surveillance camera video recordings will be kept for a limited period of time, to be determined by a record retention policy.

INSURANCE BENEFITS

INSURANCE

Full-time employees are entitled to insurance benefits offered by CSA. These benefits will include medical, dental, vision and AFLAC. CSA will have a defined contribution towards the employee's insurance premiums that are CSA sponsored insurance plans. This amount will be determined on an annual basis. The employee's portion of monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

Full-time employees will also be covered under an insurance policy that includes Life, Short-Term Disability, and Long-Term Disability at no cost to the full time employee. Additional voluntary insurance plans will be offered through CSA, which will be the employee's responsibility to pay all premiums.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in Colorado State Disability Insurance (SDI), which is a partial wage- replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries. Employees may also be eligible for SDI for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from Employee Services.

WORKERS' COMPENSATION INSURANCE

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

LEAVES OF ABSENCE

At CSA, we understand employees may experience personal or medical matters during their time of employment here. If an employee has a need for a Leave of Absence, please notify your supervisor and follow the guidelines outlined below.

Under certain circumstances, CSA may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to Employee Services as far in advance as possible. To open the lines of communication, while on leave, we ask employees to keep in contact with Employee Services and notify Employee Services if the date to return to work changes. If an employee's leave expires and the employee fails to return to work without contacting Employee Services, it will be presumed that the employee abandoned his/her position with CSA and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated as permitted by law.

This Guidebook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact Employee Services to request specific information relating to a particular leave policy. Employee benefits, including, but not limited to, paid sick leave, do not accrue during a leave of absence unless otherwise required by law or by applicable CSA policies.

While out on a leave of absence, employees may not accept employment with another employer or person unless agreed to in advance in writing by Employee Services. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with CSA, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

Family and Medical Leave (FMLA) /

Under the Family and Medical Leave (FMLA) eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by CSA for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence. For purposes of FMLA leave, an eligible employee must also be employed at a worksite where there are 50 or more employees of CSA within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use CSA's request form, which is available upon request from Employee Services. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;

2. the care of the employee's spouse, child or parent with a "serious health condition";
3. (CFRA ONLY) the care of the employee's grandparent, grandchild, sibling or registered domestic partner with a "serious health condition";
4. the "serious health condition" of the employee;
5. (FMLA ONLY) the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
6. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, grandparent, grandchild, sibling or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide CSA with a medical certification from your health care provider establishing eligibility for the leave, and you must provide CSA with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to CSA in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Employee Services.

FMLA/CFRA leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued PSL during unpaid family and medical leave that is due to your own serious health condition. If mutually agreed upon between CSA and the employee, PSL may be used for the care of a qualifying family member or in connection with the birth, adoption or foster care of a child. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and CSA may mutually agree to supplement such benefit payments with available PSL.

Benefit accrual, such as PSL and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During FMLA/CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved FMLA/CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or a comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as may be required by law. In certain circumstances under FMLA leave, “key” employees may not be eligible for reinstatement following a family and medical leave. CSA will provide written notice to any “key” employee who is not eligible for reinstatement.

PROCEDURES FOR REQUESTING AND SCHEDULING FMLA LEAVE

An employee should request FMLA/CFRA leave by completing a Request for Leave form (available from Employee Services) and submitting it to the Supervisor. An employee asking for a Request for Leave form will receive a copy of CSA’s then-current FMLA/CFRA leave policy.

As mentioned above, employees should provide not less than 30 days’ notice of their intent to take FMLA leave or if such notice is not possible, employees should provide notice as soon as is practicable, for foreseeable childbirth, placement or any planned medical treatment for the employee or his/her qualifying family member.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee’s regular position.

If an FMLA leave request is granted, CSA will notify the employee in writing that the leave will be counted against the employee’s FMLA leave entitlement. This notice will explain the employee’s obligations and the consequences of failing to satisfy them.

PREGNANCY DISABILITY LEAVE

CSA provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider’s statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to CSA. Employees returning from pregnancy disability leave must submit a health care provider’s verification of their fitness to return to work.

CSA will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee’s health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, CSA may require the employee to transfer temporarily to an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee’s regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and CSA may mutually agree to supplement such benefit payments with available sick leave.

Benefit accrual, such as sick leave and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide CSA with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Employee Services.

UNPAID LEAVE OF ABSENCE (MEDICAL)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, CSA may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to CSA. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

Employees will be required to use any accrued PSL during any unpaid portion of this leave. Benefit accrual, such as paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, CSA does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

UNPAID LEAVE OF ABSENCE

Under emergency circumstances, for personal, or other reasons, you may need to be temporarily released from the duties of your job with CSA. It is the policy of CSA to allow its eligible employees to apply for and be considered for certain specific leaves of absence not otherwise set forth in this handbook.

Failure to return to work as scheduled from an approved leave of absence, or failure to inform Employee Services of an acceptable reason for not returning as scheduled, will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted in writing to Employee Services. Each request shall provide sufficient detail, including the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

Regular full time employees who have completed one year of service are eligible for an unpaid personal leave of absence of thirty (30) calendar days. During that time, you may remain covered under CSA's medical plans subject to plan eligibility and requirements and must continue to pay their portion of the applicable premiums.

A request for a personal leave will be evaluated on a number of factors, including anticipated operational and staffing requirements during the proposed time of absence. In the case where the initial 30 calendar days are insufficient, consideration may be given for an extension of 30 more days if your manager is informed in writing.

If you are on leave for more than 30 days, you must pay the full costs of your insurance benefits. CSA will resume payments when you return to active employment.

FUNERAL/BEREAVEMENT LEAVE

CSA employees will be allowed up to 5 consecutive working days off to arrange and attend the funeral of an immediate family member (3 days in-state or 5 days out of state). Regular exempt full-time employees will receive this time with pay. For all other employees, the time off will be unpaid.

For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grandchild, or domestic partner.

In certain circumstances, CSA may offer up to two weeks of additional paid bereavement leave. Such leave will be allowed only at the discretion and approval of Employee Services.

MILITARY LEAVE OF ABSENCE

All employees who leave CSA for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue sick leave or receive holiday pay during military leave.

FAMILY MILITARY LEAVE

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Employee Services within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

The employee may take this time off without pay unless otherwise required by applicable law.

DRUG AND ALCOHOL REHABILITATION LEAVE

CSA will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program, provided that the accommodation does not impose an undue hardship on CSA. CSA will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact Employee Services. CSA will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use paid sick leave, if any, during requested leave.

Nothing in this policy shall prohibit CSA from refusing to hire or from discharging an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others. This policy in no way restricts CSA's right to discipline an employee, up to and including termination of employment, for violation of CSA's Drug and Alcohol Abuse Policy.

TIME OFF TO ATTEND CHILD'S SCHOOL DISCIPLINE

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the Supervisor to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

TIME OFF TO ATTEND CHILD'S SCHOOL ACTIVITIES

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance.

You may be asked to provide documentation from the school or day care facility that you participated in the activity to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid.

TIME OFF FOR JURY AND WITNESS DUTY

CSA encourages employees to serve on jury or witness duty when called. An employee must notify their supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Time off for jury and witness duty is unpaid. Any jury pay or mileage may be kept by the employee. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek.

Verification from the court clerk of having served may be required and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty.

In the event that the employee must serve as a witness within the course and scope of his or her employment with CSA, CSA will provide time off with pay.

RIGHTS FOR VICTIMS OF CRIME OR ABUSE

Right to Time Off

If you are the victim of stalking, domestic violence, sexual assault, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if your immediate family member is deceased because of a crime, you are permitted to be absent from work to seek relief related to the crime or abuse. Relief includes, but is not limited to, obtaining a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety, or welfare of you or your child. You are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. All employees can also take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification, or other documentation that reasonably verifies that the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

Right to Reasonable Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

Employees have the right to ask CSA for help or changes in their workplace to make sure they are safe at work. CSA will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. CSA may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. CSA will maintain confidentiality regarding any requests for accommodations under this policy.

Prohibition on Retaliation and Discrimination

CSA is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of a crime or abuse.
- The employee asked for time off to get help.
- The employee asked CSA for help or changes in the workplace to ensure safety at work.

Right to File a Complaint

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor

TIME OFF FOR VICTIMS OF CRIME

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony, or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid.

The types of verification CSA may require for an unscheduled judicial processing include: documentation evidencing the judicial proceeding from any of the following entities: the court or government agency setting the hearing; the district attorney or prosecuting attorney's office; or the victim/witness office that is advocating on behalf of the victim.

TIME OFF FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS OR EMERGENCY RESCUE PERSONNEL

If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel (including an officer, employee or member of a disaster medical response entity sponsored or requested by the state) who intends to perform emergency duty during work hours, please alert your supervisor so CSA is aware of the fact that you may have to take time off to perform emergency duty. In the event any employee needs to take time off for this type of emergency duty, a supervisor must be notified before leaving work. All time off for these purposes is unpaid.

Registered volunteer firefighters, reserve peace officers or emergency rescue personnel are eligible to take temporary unpaid leaves of absence for fire or law enforcement training not to exceed 14 days per calendar year. In the event you need to take time off for this type of emergency duty/training, you must notify your supervisor and Employee Services in advance.

CIVIL AIR PATROL LEAVE

CSA will not discriminate against an employee for membership in the Civil Air Patrol. Additionally, CSA will not retaliate against an employee for requesting or taking Civil Air Patrol leave, which is unpaid.

CSA will provide not less than 10 days per year of leave but no more than 3 days at a time to employees who are volunteer members of the California Wing of the Civil Air Patrol unless the emergency is extended by the entity in charge of the operation and CSA approved the leave. Employees must have been employed by CSA for at least 90 days immediately preceding the commencement of leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the Civil Air Patrol.

Employees must request leave with as much notice as possible in order to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Leave under this policy is unpaid. Following leave under this policy, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of civil air patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay, or other benefits, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee.

TIME OFF TO VOTE

CSA encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If you do not have sufficient time outside of working hours to vote and have not requested an absentee ballot, you may receive up to two hours of paid time off to vote. Any additional time off will be without pay.

Employees must request time off from their supervisor at least two working days before election day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal work schedules.

If approved for time off, you will not incur any attendance infractions for missing work to vote. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballot from work.

WORKERS' COMPENSATION LEAVE

CSA will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, CSA may offer you modified work. Leave taken under the workers'

compensation disability policy runs concurrently with family and medical leave under both federal and state law (if eligible) and is unpaid (although certain wage replacement benefits may be available).

An employee who sustains a work-related injury or illness should inform his or her supervisor and Employee Services immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

LEAVE FOR BONE MARROW AND ORGAN DONORS

CSA will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, CSA will also provide up to 30 business days of paid leave within a one-year period and up to 30 business days of *unpaid* leave within a one-year period to an employee who donates an organ to another person. This one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

CSA requires that bone marrow donors use up to five days of available accrued sick time during the course of the leave. Organ donors must use up to ten days of available accrued PSL time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide CSA with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, CSA will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give CSA as much notice as possible of the intended dates upon which the leave would begin and end.

ADULT LITERACY LEAVE

CSA will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on CSA. CSA does not provide paid time off for participation in an adult literacy education.

EMPLOYMENT EVALUATION AND SEPARATION

EMPLOYEE REVIEWS AND EVALUATIONS

To encourage open communication with employees and supervisors, CSA supports the Performance Review also known as the Reflective Supervision process. CSA strives to conduct employee performance reviews annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

There are several advantages to work planning:

- It helps you and your supervisor establish priorities among different work activities. It sets standards or goals that can help you increase your own productivity by providing a focus on your efforts in relation to goals.
- It provides an opportunity for you to share your ideas on doing your job better.
- It establishes expectations in advance, together with the results that will be used to determine success, which will help to ensure that your performance is judged fairly.

The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of CSA and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the Supervisor, and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship. Failure by CSA to conduct a performance review will not prevent CSA from terminating your employment.

DISCIPLINE AND INVOLUNTARY TERMINATION

Violation of CSA's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. CSA's disciplinary system is informal and CSA may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

VOLUNTARY TERMINATION

Either the employee or CSA may terminate the employment relationship at any time, with or without notice and with or without cause. We hope that you will enjoy your employment with CSA. However, if you decide to resign, while it is not required, CSA requests that you give as much advance notice as possible (preferably two weeks) to allow CSA to plan for your departure.

CSA values its employees and is committed to providing a positive, rewarding and productive work environment. As a result, we appreciate your honest feedback during your exit interview. An exit interview may be scheduled on the last day of work with Employee Services. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any CSA property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at CSA. Final pay will be provided in accordance with state law.

RETURN OF PROPERTY

Employees are required to return CSA property that is in their possession or control in the event of termination of employment, resignation, or layoff, or immediately upon request. We may also take all action deemed appropriate to recover or protect CSA property.

REFERENCES

All requests for references and employment verifications must be promptly directed to Employee Services. When contacted for a reference or employment verification, CSA will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verification.

Licensure and Induction

All facilitators at Colorado SKIES Academy must be licensed with the Colorado Department of Education (CDE) or enrolled in a licensure program. Licensure is a regulatory state function, and is the official recognition by CDE that a facilitator has met state mandated requirements and is approved to practice as a licensed facilitator in the state.

Participation in an alternative licensing program may be required to obtain an initial license. Induction programs are for the purpose of moving from an initial to a professional license or to change licenses. To progress from an initial license to a professional license, the facilitator inductee must complete the process of the Induction Program, or participate in the Partners in Education (PIE), or Teacher in Residence (TIR), and meet other state requirements. The inductee has the responsibility of submitting all forms, fees, and paperwork to the CDE for a professional license upon recommendation from the induction team.

Professional license renewal requires the completion of semester or quarter hours through college or university course work, in-service, or other acceptable evidence activities as defined by CDE. The facilitator has the responsibility of submitting all forms, fees and paperwork to CDE for professional license. A copy of all licenses should be provided to Colorado SKIES Academy to be placed in the facilitator's personnel file.

ACKNOWLEDGEMENT OF GUIDEBOOK AND AT WILL EMPLOYMENT

I acknowledge that I have received the Employee Guidebook. I have read the Guidebook and understand the contents of the Guidebook. I agree to abide by all of the Colorado SKIES Academy (“CSA”) policies.

I understand and agree to my at-will employment status as described in the Guidebook, summarized as follows:

- This Guidebook does not in any way reflect a contract of employment, either expressed or implied between CSA and me.
- CSA is an at-will employer. I am free to terminate the employment relationship with CSA at any time; CSA, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, CSA may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Guidebook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and CSA for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that no supervisor or representative of CSA has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. I understand that only the Board of Directors has the authority to make any such agreement and then only in writing signed by the Board of Directors.

Employee’s Name: _____

Employee’s Signature: _____

Dated: _____

[TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE]

Attachment E

CSA Emergency Operations Plan – document begins on the next page



COLORADO
SKIES
ACADEMY

Emergency Operations Plan

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APPROVAL AND IMPLEMENTATION

This Emergency Operations Plan addresses Colorado SKIES Academy’s planned response to extraordinary emergency situations associated with all hazards including natural disasters, technological emergencies and biological incidents. It is the principle guide for mitigating emergencies and incidents; ensuring protection of life, health, safety and property and aiding in the recovery operations to ensure that the school returns to pre-emergency operation. This plan is intended to facilitate coordination with local first responders and establish a framework for an effective system of comprehensive emergency management.

In order to execute this plan effectively and mobilize available resources, all school personnel must have knowledge of the procedures set forth in this plan and be trained in its use. Personnel having roles and responsibilities established by this plan are expected to be familiar with their roles based on the provisions of this plan.

Modifications to this plan may be made under the direction of the Directors of Colorado Skies Academy.

This School EOP is developed pursuant to National Incident Management System (NIMS) SB08-181 and SB11-173 and all applicable Homeland Security Presidential Directives.

This plan supersedes any previous versions.

I. INTRODUCTION

A. Purpose of the Plan

The purpose of the Colorado SKIES Academy Emergency Operations Plan (School EOP) is to provide information on how to respond to emergency incidents by outlining the responsibilities and duties of Colorado SKIES Academy and its employees. This plan has been customized to meet the specific and unique needs, capabilities and circumstances found at Colorado SKIES Academy (CSA).

No later than the first day of July of each year, CSA shall review and certify to the Department of Education that the plan is current and accurate. During the annual review, the School EOP and all components of the Comprehensive Emergency Management Plan will be checked for compliance of Safe Schools Act CRS 22-32-109 .

This plan provides facilitators, staff, learners, parents and other members of the community with assurances that Colorado Skies Academy has established guidelines and procedures to respond to incidents/hazards in an effective way.

The Emergency Operations Plan is one component of the Comprehensive Emergency Management Plan. The additional components to the Comprehensive Emergency Management Plan are:

1. Floor Plan(s) that are unique to the building;
2. A Site Plan that includes all building property and surrounding property; and
3. An Emergency Contact Information Sheet specific to the school

B. Record of Distribution

The Colorado SKIES Academy will file a copy of the entire Comprehensive Emergency Management Plan with each law enforcement agency with jurisdiction over the school building(s). Colorado SKIES Academy will offer a copy of the plan to law enforcement, fire department and emergency medical services in the county that support the school.

A Record of Distribution may be kept as proof that organizations have acknowledged their receipt, review and/or acceptance of the plan. This record is available as electronic correspondence and available upon request.

C. Scope of the Plan

The School EOP provides guidelines and procedures for dealing with existing and potential school incidents. The plan outlines the expectations of school staff and learners, as well as providing authority for personnel to enact the plan, in whole or in part, in the event of an emergency affecting the school community. The plan discusses internal and external communications; training and sustainability; authority and references as defined by local, state, and federal government mandates and actions the school will use to prepare for, mitigate, respond to and recover from school emergencies.

D. Plan Overview

The School EOP consists of 5 sections:

1. Basic Plan
2. Functional Annexes
3. Hazard and Threat Specific Annexes
4. Mitigation and Recovery Information
5. Plan Administration

E. Plan Activation

In order to provide an effective response to an emergency or incident, this plan and its annexes may be activated in part or in whole, as necessary, by the Site Director.

F. Order of Succession

A pre-identified order of succession allows for continuity of leadership if the established senior leader is not available. This ensures the decision-making authority and operational control is clear so that critical emergency functions can be performed in the absence of the authorized school administrator.

In the absence of the School Director, Colorado SKIES Academy, the authority to activate the plan shall pass to:

First Alternate: Director of Staff and Learner Programs

Second Alternate: Lead Facilitator

II. SITUATION OVERVIEW

A. Building Information

Colorado SKIES Academy is located on a 15 acre lot and includes 1 building (8/19: includes 5 mobiles). All classes take place in our open concept learning spaces. In addition to traditional classes, our campus is also used for other events and gatherings such as after-school activities and community meetings that are held in the Village (multipurpose room). This school EOP shall be applicable to all buildings and all events that occur on campus, regardless of the time or day of the week, if an incident or emergency occurs.

School Population

B. General Population

Current enrollment at Colorado SKIES Academy is approximately 225 learners. These learners are supported by a staff and faculty consisting of:

- Facilitators and specialists
- Administrators
- Office/support staff
- Care Team (Instructional Assistants)
- Cafeteria staff
- Maintenance and custodial staff

C. Functional Needs Population

Colorado SKIES Academy is committed to the safe evacuation and transport of learners and staff with functional needs. The functional needs population includes, but is not limited to, learners/staff with:

- Blindness or visual disabilities,
- Cognitive or emotional disabilities,
- Mobility/physical disabilities (permanent and temporary), and
- Medically fragile health (including asthma and severe allergies).

The school's current enrollment of learners with functional needs is approximately 5 learners however, this number will fluctuate. Learners and/or staff may require additional assistance if they are temporarily on crutches, wearing casts, etc.

Learning Spaces containing learners and staff that require additional assistance during an incident will be noted by an asterisk next to the room number during the applicable class period(s) on the master schedule.

The list of learners and staff names with functional needs along with their schedules is available electronically in or in hard copy in Safety Plan binder in Front Reception area.

A list of staff members that have been trained and assigned to assist the functional needs population during drills, exercises, and incidents is available in hard copy in Safety Plan binder in Front Reception area.

D. Planning Assumptions

The following list of standard planning assumptions allow for deviation from the plan if certain assumptions or conditions prove not to be true during operations.

- The school community will continue to be exposed and subject to hazards and incidents described in the Hazard Analysis Summary, as well as lesser hazards and others that may develop in the future.
- A major disaster could occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible; however, some emergency situations occur with little or no warning.
- A single site incident (e.g., fire, gas main breakage) could occur at any time without warning and the employees of the school affected cannot wait for direction from local emergency response agencies. Action is required immediately to save lives and protect school property.
- Following a major or catastrophic incident, the school may have to rely on its own resources to be self-sustaining for up to 72 hours.
- There may be a number of injuries of varying degrees of seriousness to faculty, staff, and/or learners. Rapid and appropriate response will reduce the number and severity of injuries.
- Outside assistance from local fire, law enforcement and emergency managers will be available in most serious incidents. Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until responders arrive at the incident scene.
- Proper prevention and mitigation actions, such as creating a positive school environment and conducting fire and safety inspections, will prevent or reduce incident-related losses.
- Maintaining the School EOP and providing frequent opportunities for stakeholders (staff, learners, parents, emergency responders, etc.) to exercise the plan through

live drills and table-top exercises can improve the school's readiness to respond to incidents.

E. Planning Limitations

It is the policy of Colorado SKIES Academy that no guarantee is implied by this plan of a perfect incident management system. As personnel and resources may be overwhelmed, Colorado SKIES Academy will endeavor to make every reasonable effort to manage the situation with the resources and information available at the time.

F. Outside Dependencies

During or after an incident, many of the products and services used to meet the daily needs of Colorado Skies Academy may not be available. Alternate sources for products and services will be utilized. Included below are identified critical products and services and their alternate source.

Identify important outside dependencies and how their loss will be replaced or substituted.

- Electric
- Gas
- Water
- Food Service

III. ORGANIZATIONAL ROLES AND RESPONSIBILITIES

This section provides an overview of organizational functions as well as the roles and responsibilities of school faculty and staff, learners, parents, first responders and emergency management. It describes the expected actions of those impacted or responding to a school emergency.

In a major emergency or disaster, Colorado SKIES Academy may be damaged or need to be evacuated, people may be injured, and/or other incident management activities may need to be initiated. School personnel are usually first on the scene of an incident in a school setting.

School officials and staff are expected to take charge and manage the incident until it is resolved or command is transferred to someone more qualified, usually an emergency responder agency with legal authority to assume responsibility.

All activities necessary in managing an incident must be organized and coordinated to ensure the most efficient response. The Colorado SKIES Academy will use the following system to manage incidents; Crisis Response Team. Regardless of the type of system used, it should conform to the principles of the National Incident Management System and the Incident Command System.

Until non-school emergency responders arrive on-scene, the School Director is responsible for activating the School EOP, including common and/or specialized procedures, as well as hazard-specific incident plans. The School Director may delegate the authority to direct all incident activities to a staff member. This position may be called the designated School Incident Commander and should be the person most qualified to manage the specific type of incident. The School Director has designated the following primary and alternates as School Incident Commander:

First Alternate: Director of Learner Programs

Second Alternate: Lead Facilitator

Contacting First Responders

The following methods will be used to contact first responders:

- Office phone
- Personal cell phone
- Fire alarm system within the building - automatic notification

A. Expected Actions of First Responders

When an incident occurs at Colorado SKIES Academy, local police, fire, and EMS departments, as well as other requested agencies will respond to the emergency. With these various agencies operating together there are the following expectations:

- The appropriate responding agency will assume command of the incident.

- The local first responders will develop an effective response to mitigate the incident in a timely manner.
- The Incident Commander will activate Unified Command as appropriate.
- Other actions as identified by First Responders.

Once an emergency responder agency with legal authority to assume responsibility arrives on scene, the School Incident Commander will transition command to that Incident Commander and move to serving within the incident command structure.

B. Expected Actions of School Administrator, Faculty, Staff, Learners and Parents

Senior Administration/Leadership

- Senior administration/leadership is responsible for overseeing the entire incident and providing guidance on policy, helping resolve issues, and finding necessary resources for the School Incident Commander.

Responsibilities include:

- Provide guidance on CSA policy to School Incident Commander.
- Help resolve any issues or conflicts identified by the School Incident Commander.
- Identify and find necessary resources within the school that have been requested by the School Incident Commander.
- Participate in Unified Command if/when established.

School Director/Building Administrator/School Incident Commander

While the School Director retains the overall responsibility for the safety of learners and staff, he or she may delegate certain duties to manage the incident. This allows the school director to focus on policy-level activities and interface with other agencies and parents. The School Director shall coordinate this.

School Incident Commander

The School Director may retain incident command or delegate it to another staff member.

Expectations include:

- Assume overall direction of all incident management activities based on procedures outlined in the School EOP.
- Take steps deemed necessary to ensure the safety of learners, staff and other individuals.
- Determine whether to implement incident management protocols established in the School EOP (e.g., Evacuation, Reverse Evacuation, Shelter in Place, etc. as described more fully in the addenda).
- Arrange for transfer of learners, staff and other individuals when safety is threatened by a disaster.
- Ensure communication with emergency services personnel.
- Keep the senior administration, School Director and other officials informed of the situation.
- Transfer command when first responders arrive on scene.
- Participate in Unified Command if established by the Incident Commander.

Facilitators/Substitute Facilitators/Care Team (Instructional Assistants)

Expectations include:

- Supervise learners under their charge.
- Take steps to ensure the safety of learners, staff and other individuals in the implementation of incident management protocols established in the School EOP.
- Direct learners to inside or outside assembly areas, in accordance with signals, warning, written notification or intercom orders according to procedures established in the School EOP.
- Take attendance when class relocates to an outside or inside assembly area or evacuates to another location.
- Report missing learners to the Incident Commander via 2-way radio or school email.
- Obtain first-aid services for injured learners from the school nurse or person trained in first-aid. Arrange for first-aid for those unable to be moved.
- Render first-aid if necessary.

Office Staff

Expectations include:

- Answer phones and assist in receiving and providing consistent information to callers.
- Provide for the safety of essential school records and documents.

- Execute assignments as directed by the Incident Commander.
- Provide assistance to the School Director.
- Monitor radio emergency broadcasts.
- Assist with health incidents as needed, acting as messengers, etc.
- Account for visitors, contractors and non-teaching staff by Sign in sheet.

Food Service/Cafeteria Workers

Expectations include:

- Use, prepare, and serve food and water on a rationed basis when the feeding of learners and staff becomes necessary during an incident.
- Execute assignments as directed by the Incident Commander.

Learners

Expectations include:

- Cooperate during emergency drills/exercises and during an incident.
- Learn to be responsible for themselves and others in an incident.
- Understand the importance of not being a bystander by reporting situations of concern.
- Develop an awareness of natural, technological, and human-caused hazards and associated prevention, preparedness and mitigation measures.
- Take an active part in school incident response/recovery activities, as age appropriate.

Parents/Guardians

Expectations include:

- Encourage and support school safety, violence prevention and incident preparedness programs within the school.
- Provide the school with requested information concerning the incident, early and late dismissals, and other related release information.
- Read, understand and observe the school emergency guidance provided before, during and after an emergency.
- Understand their roles during a school emergency.

C. Facilities and Building Operations Personnel

Expectations include:

- Survey and report building damage to the Incident Commander.
- Control main shutoff valves for gas, water and electricity and ensure that no hazard results from broken or downed lines.
- Provide damage control as needed.
- Assist in the conservation, use and disbursement of supplies and equipment.
- Keep the Incident Commander informed of school conditions.

D. Public Information Officer

Expectations include:

- Help create the policies and plans for communicating emergency information internally and to the public.
- Help establish alternative means to provide information in the event of a failure of power, phone or other lines of communication.
- Establish a media site and reception area away from the school and any established Incident Command Post.
- Develop materials for use in media briefings.
- Provide regular updates to media and school community.
- Coordinate media communications.
- Provide only information that has been approved to be released by the Incident Commander in charge of the scene.
- Monitor release of information and correct misinformation.
- Coordinate messages with the School Director/senior leadership.

E. Learner Transportation Personnel

Expectations include:

- Supervise the care of learners if disaster occurs while learners are on a bus for field trips.
- Transfer learners to new location when directed.
- Execute assignments as directed by the Incident Commander.

- Transport individuals in need of medical attention.

IV. FUNCTIONAL CONTENT

The following functional content provides common protocol and procedures that are implemented and referenced within the hazard and threat specific annexes in this plan. Each functional content area has been customized to fit Colorado SKIES Academy needs, capabilities, and unique circumstances.

To become familiar with these functional annexes staff and learners will participate in drills and, if necessary, additional training.

EVACUATION ANNEX

I. PURPOSE

Evacuation will take place if it is determined that it is safer outside than inside the building (fire, explosion, intruder, hazardous material spill, etc.) and staff, learners and visitors can safely reach the evacuation location without danger (playground, football stadium, or off-site location in the community).

II. RESPONSIBILITIES

A. School Incident Commander/School Director

- Call or designate another to immediately call public safety (9-1-1) (police, fire and emergency responders) to give notice the school has been evacuated.
- Notify appropriate staff that an evacuation of the school has occurred.
- Communicate the need to evacuate the building or a specific area of the building to the building staff and other occupants by activating the fire alarm or by a public address system or bullhorn. Make the following announcement:

YOUR ATTENTION, PLEASE. WE NEED TO EVACUATE THE BUILDING. FACILITATORS ARE TO TAKE THEIR LEARNERS TO THEIR DESIGNATED ASSEMBLY AREA. FACILITATORS TAKE YOUR CLASS ROSTER, EMERGENCY SUPPLIES AND TAKE ROLE AT THE ASSEMBLY AREA.

- Determine evacuation routes based on location of the incident and type of emergency.
- Communicate changes in evacuation routes based on location and type of emergency.

- Designate staff with assigned radios and/or cell phones to assist in evacuation procedures.
- Monitor the situation and provide updates and additional instructions as needed.
- During inclement weather, consider requesting buses for sheltering learners.
- Communicate when it is safe to re-enter the building or re-occupy a section of the school by bell system, radio transmission, public address system, designated staff, or bull horn.

B. Facilitators/Staff

- Instruct learners to exit the building using the designated emergency exit routes or as directed by the School Incident Commander/School Director. Emergency exit routes should be diagrammed on the school floor plan drawing posted near the light switch inside each room.
- Use a secondary route if the primary route is blocked or hazardous. Exit routes and the location of the inside the building evacuation location will be selected and communicated by the School Incident Commander/School Director at the time of the emergency and the evacuation.
- Help those needing special assistance. - Learners and staff with functional needs that prohibit normal evacuation will be assisted out of the building, if possible, or will be taken to an area of refuge. Emergency Responders will be notified immediately of any individuals in an area of refuge.
- Do not lock classroom doors when leaving, close door and turn off lights.
- Do not stop for learner or staff belongings.
- Take class roster, phone lists, first-aid kit and other emergency supplies with you.
- Check the bathrooms, hallways and common areas for visitors, staff or learners while exiting.
- Go to designated evacuation assembly area (minimum of 50 feet from building is required in fire evacuation and 300 feet from building for bomb threat, chemical spill inside building, or other directed evacuations).
- When outside the building or inside the building evacuation location, check for injuries.
- Account for all learners. Immediately report any missing or injured learners to the School Incident Commander/School Director.
- Wait for additional instructions.

C. Office Staff

- Take visitor log and learner sign out sheet to evacuation assembly area.
- Gather headcount information from facilitators and inform the School Incident Commander/School Director of any missing learners or staff.

D. Evacuation Locations

- In the event of an evacuation of the building, initially all persons will evacuate to **Wings Over the Rockies Exploration of Flight**. If the evacuation will be for a prolonged time, require family reunification or due to weather or other considerations the school will transport learners and faculty along Taxi Lane Sierra to Signature Flight Support (Prime Jet Warehouse) , 8001 S. Interport Blvd, Ste. 100, Englewood, CO 80112 and _____.

Lockdown (Mobiles)

I. PURPOSE

Lockdown is the initial physical response to provide a time barrier during an active shooter/intruder event. Lockdown is not a stand-alone defensive strategy. When securing in place, this procedure should involve barricading the door and readying a plan of evacuation or counter tactics should the need arise.

II. RESPONSIBILITIES

A. School Incident Commander/School Director

- Make the following announcement using the building public address system, 2-way radio, telephone, or megaphone:

***YOUR ATTENTION PLEASE. WE ARE NOW UNDER LOCKDOWN.
REPEAT. WE ARE NOW UNDER LOCKDOWN.***

- Designate staff to call 9-1-1, identify the name and address of the school, describe the emergency, state the school is locking down, provide intruder description and weapon(s) if known, and identify the location of the school command post. Direct staff to stay on the phone to provide updates and additional information.
- Notify staff and classes outside to immediately move to the offsite assembly area(s), account for the learners and be prepared to move to a relocation site.
- Notify the transportation director or contractual bus service to stop all inbound buses and redirect them to designated relocation site(s).
- Notify Leadership Support.

B. Facilitators

- Clear the hallway and bathrooms by your learning area, moving everyone into the safest classroom/campfire space.
- Plan to move to the closest door for exiting the building.
- Move any large objects in front of the escape path to act as barricade for exit. All moveable items such as chairs should be used as well.

- Take attendance and be prepared to move at a moment's notice. Email attendance to the "Emergency" email list which goes to the Command Center (office).
- In the event that entry is gained by a shooter or intruder, learners should exit by running to the nearest door. This may require running past the shooter/intruder if necessary.
- Staff and learners may utilize methods to distract the shooter/intruder's ability to accurately shoot or cause harm, such as loud noises or aiming and throwing objects at the shooter/intruder's face or person.
- Allow no one outside of the classroom until the Incident Commander gives the "All Clear" signal unless a life-threatening situation exists and a means to safe exit is available (through a window, door, or other safe passage).

C. Office Staff

- Stay by the phones to wait for additional procedures from Incident Commander.
- Remotely check status of classrooms via PA, telephone, computer, or other method.
- Assist the Site Director or Incident Commander to establish the school command post.

D. Custodians

- Close and lock all delivery doors.
- Direct any contractors, delivery drivers, vendors or repairmen located inside the building into a safe area and lock the door.

If learners and school personnel are outside of the school building at the time of a LOCKDOWN, facilitators or other school personnel will move learners to the designated off-site assembly location.

Shelter-In-Place

I. PURPOSE

The shelter-in-place procedure provides a refuge for learners, staff and the public inside the school building during an emergency. Shelters are located in areas of the building that maximize the safety of occupants. Shelter-in-place is used when evacuation would place people at risk. Shelters may change depending on the emergency.

II. RESPONSIBILITIES

A. School Incident Command/School Director

- Make the following announcement using the building public address system, 2-way radio, telephone, or megaphone:

YOUR ATTENTION, PLEASE. WE ARE EXPERIENCING AN EMERGENCY SITUATION AND NEED TO IMPLEMENT SHELTER-IN-PLACE PROCEDURES. LEARNERS AND STAFF ARE DIRECTED TO MOVE TO THE DESIGNATED SHELTER LOCATIONS AND SAFE AREAS. ALL STAFF AND LEARNERS OUTSIDE ARE TO IMMEDIATELY MOVE TO AN INSIDE ROOM.

- Order a REVERSE EVACUATION for learners and staff outside to move inside the building. Use the building public address system, megaphone, 2-way radio, telephones or runners to gather staff and learners inside.
- Direct staff to close all windows and doors.
- If warranted, order the shut-off of heating, ventilation and air conditioning systems to stop the inflow of outside air into the building.
- Notify Leadership Support that the school is SHELTER-IN-PLACE.
- Designate staff to monitor radio, Internet, and other media for information on incident conditions that caused the SHELTER-IN-PLACE.
- Contact and consult with public safety officials as appropriate.
- Be prepared to announce additional procedures due to changing conditions of the incident, such as DROP COVER AND HOLD or to announce an “All Clear.”

B. Facilitators

- Move learners into designated safe areas such as inside rooms with no windows, bathrooms, utility closets or hallways without large windows or doors.
- Close classroom doors and windows when leaving.
- Have everyone kneel down and be ready to cover their heads to protect from debris, if appropriate.

- If outside, facilitators will direct learners into the nearest school building interior safe area or other appropriate shelter.
- For severe weather, if there is no time to get into a building or shelter, attempt to squat or lie low in the nearest ravine, open ditch or low spot away from trees and power poles.
- If movement into the building would expose persons to a hazardous chemical plume, facilitators should move to designated outdoor assembly areas upwind or crosswind from the spill.
- Move learners from mobile classrooms to an interior safe area in a permanent structure.
- All persons must remain in the shelter until notified by the School Incident Commander Site Director or public safety official that it is safe to exit.
- Take attendance and be prepared to notify Incident Commander of missing learners or additional learners, staff or guests sheltered in your classroom.

C. Custodians

- Shut off utilities as directed by School Incident Commander/ Site Director or public safety official.
- Turn off ventilation systems (heating, ventilation and air conditioning) as directed and if appropriate.
- Post Shelter-in-Place cards at the primary entrances to the building(s), if appropriate and safe to do so, depending on the type of incident that is occurring. For example, such cards should not be used with an ACTIVE SHOOTER, INTRUDER or during an incident involving a person intent on violence known to be in the school building and not yet contained.

Reverse Evacuation

I. **PURPOSE**

Reverse evacuation should occur when conditions are safer inside the building than outside, generally when conditions involve severe weather, community emergencies, gang activity, or a hazardous material release outside of the school building.

II. **RESPONSIBILITIES**

A. School Incident Commander/School Director

- Order a REVERSE EVACUATION for learners and staff outside to move inside the building. Use the building public address system, megaphone, 2-way radio, telephones or runners to gather learners and staff inside.
- Notify Leadership Support of the situation.
- Notify public safety by calling 9-1-1: police, fire and emergency services responders, as appropriate.
- Designate staff to monitor radio, Internet, and other media for information on incident conditions.
- Close and lock all exterior doors and windows.
- Maintain contact with public safety officials and consult on whether additional procedures should be activated due to changing conditions of the incident, such as DROP, COVER, AND HOLD or SHELTER-IN-PLACE.

B. Facilitators/Staff

- Immediately move learners back to classrooms or safe areas using the closest entry.
- No learners or staff should be outside the building.
- Close and lock all exterior doors and windows.
- If movement into the building would present a danger, facilitators and staff outside will direct learners to designated assembly areas or off-site assembly areas.
- Facilitators will take attendance and account for all learners and report any missing learners to the School Incident Commander/Site Director
- Wait for further instructions from the School Incident Commander/ Site Director or from a public safety official.
- Monitor the main entries until the “All Clear” is given.

COMMUNICATION AND NOTIFICATION

I. PURPOSE

Communication is a critical part of incident management. This section outlines Colorado Skies Academy communications plan and supports its mission to provide clear, effective internal and external communication between the school, staff, learners, parents/guardians, emergency responders, the community and media.

Templates for statements/press releases, the communication plan and media contacts at the major television, Internet, and radio stations are maintained by the Leadership Support Team and located electronically in Google Drive.

II. RESPONSIBILITIES

A. Communication between School Officials and Staff Members

School personnel will be notified when an incident occurs and kept informed as additional information becomes available and as plans for management of the incident evolve. The following practices will be utilized to disseminate information internally when appropriate:

- **Telephone:** Phone calls from school administration to staff and faculty may be used when direct communication is necessary-
- **School E-mail:** When mass communication of a standard message is necessary a mass email will be sent from an authorized account or user to all staff/faculty or parents/guardians as necessary.
- **Staff Meetings**
- **Bullhorns and megaphones:** A battery-powered bullhorn to address learners and staff who are assembling outside the school. Procedures governing storage and use will help ensure readiness for use.
- **Two-way radio:** Two-way radios provide a reliable method of communication between rooms and buildings at a single site. All staff will be trained to understand how to operate the two-way radio.
- **Computers:** A wireless laptop computer may be used for communication both within the school and to other sites. Email may be a useful tool for updating information for staff, other schools in an affected area and the Leadership Support Team. An assigned staff member(s) will post information such as school evacuation, closure or relocation on the homepage of the school.

- **Fax machines:** Possible uses include off-site access to receive and send critical information concerning learners and staff members, their locations, and needed telephone numbers, including but not limited to, medical information, Release Forms and authorizations.
- **Alarm systems:** Bells or buzzers are in place and sound in different ways to signal different types of incidents – for example, fire, lockdown, or special alert (with instructions to follow). All school staff, learners, and volunteers will be trained on what the sounds mean and how to respond to them.
- **Whistles:** Whistles should be provided to staff in order to signal a need for immediate attention or assistance.
- **Public Address System:** A PA system may be used to distribute information of a threat or hazard situation to a large crowd at a school.

B. External Communications

School officials must communicate with the larger school community on how incidents will be addressed on a regular basis. However, once an incident does occur, parents/guardians, media and the community at large will receive clear and concise messages from Colorado Skies Academy about the incident, what is being done and the safety of the children and staff.

C. Communication with Parents

Before an incident occurs, Colorado Skies Academy will:

- Develop a relationship with parents so that they trust and know how to access alerts and incident information.
- Inform parents about the School’s emergency procedures and protocols. Information should not be shared if it would impede the safe response to an incident.
- Information will be included at the Back to School event, in the Monday Messages, and the Family Guidebook.
- Identify parents who are willing to volunteer in case of an incident and include them in preparation efforts and training.
- Be prepared with translation services for non-English-speaking families and learners with limited English proficiency.

In the event of an incident, Colorado Skies Academy will:

- Disseminate information via text messages, email to inform parents about what is known to have happened.

- Implement a plan to manage phone calls and parents/guardians who arrive at school.
- Describe the school's current situation.
- Provide information regarding possible reactions of their children and ways to talk with them.
- Provide a phone number, Website address, or recorded hotline where parents/guardians can receive updated incident information.
- Keep parents/guardians informed about when and where school will resume.

After an incident, Colorado Skies Academy administrators will schedule and attend an open question-and-answer meeting for parents as soon as possible.

The following practices will be utilized to disseminate information externally when appropriate:

- **Social Media:** Social Media may be used to disseminate information of a hazard or threat situation to learners, parents/guardians, and the surrounding community.
- **Standard telephone:** Colorado Skies Academy has designated a school telephone number for parents to call for information during incidents. The goal is to keep other telephone lines free for communication with emergency responders and others.
- **Computers:** A wireless laptop computer may be used for communication both within the school and to other sites. Email may be a useful tool for updating information for staff, other schools in an affected area, the district, and leadership support. An assigned staff member(s) will post information such as school evacuation, closure or relocation on the homepage of the school.
- **Fax machines:** Possible uses include: off-site access to receive and send critical information concerning learners and staff members, their locations, and needed telephone numbers, including but not limited to, medical information, Release Forms and authorizations.
- **School E-mail:** When mass communication of a standard message is necessary a mass email will be sent from an authorized account or user to all staff/faculty or parents/guardians as necessary.

MEDICAL AND HEALTH

MEDICAL EMERGENCY

I. PURPOSE

The purpose of this annex is to ensure that there are procedures in place to assist staff and learners in the event of a medical emergency.

II. RESPONSIBILITIES

A. School Staff

- Quickly assess the situation. Make sure the situation is safe for you to approach (i.e., live electric wires, gas leak, building damage, etc.).
- Immediately notify the School Incident Commander/Site Director.
- Assess the seriousness of the injury or illness.
- Call or have someone call 9-1-1 immediately. Be prepared to provide the school name and address, exact location (floor, room number); describe illness or type of injury; and age of the victim(s).
- Protect yourself against contact with body fluids (blood borne pathogens).
- Administer appropriate first-aid according to your level of training until help arrives.
- Comfort and reassure the injured person. Do not move an injured person unless the scene is unsafe.
- If the injured person is not breathing or there is no pulse, ask someone to retrieve the Automated External Defibrillator (AED) and begin Cardiopulmonary Resuscitation (CPR) or Rescue Breathing until the AED is ready to use, or call staff trained in the use of the AED to respond to the scene and apply the device.

B. School Incident Commander/ School Director

- Direct staff to call 9-1-1, if necessary, and provide appropriate information to emergency responders.
- Send school staff with first responder/first-aid/AED training to the scene if this has not already occurred.
- Assign a staff member to meet emergency medical service responders and lead them to the injured person.
- Assign a staff member to remain with the injured person if they are transported to the hospital.
- If injured person is a member of school personnel or a learner, notify parent/guardian, or other appropriate family member of the situation, include type of injury or illness, medical care given and location where the injured person has been transported.

- Ensure learner or staff medical information from administrative records is sent to the hospital.
- Notify the school counselor or crisis response team and provide a brief description of the incident.
- Advise faculty and staff of the situation, as appropriate.
- Develop and maintain written documentation of the incident.
- Follow-up with appropriate persons and determine if other procedures should be activated such as MENTAL HEALTH AND HEALING.

MENTAL HEALTH AND HEALING

I. PURPOSE

Mental health and healing procedures are developed to provide an emotional catharsis to learners and staff impacted by trauma at school or in the community. Following a traumatic event or incident, learners, staff, and their families need a healing process. As soon as the safety of all involved has been addressed, attention should be turned to the healing process.

Mental health professionals available in the school community such as nurses, professional counselors and social workers should participate in the development, implementation, and evaluation of the School EOP as it relates to this annex. Additional advice may be sought from outside psychologists and mental health experts.

II. RESPONSIBILITIES

A. School Director or School Authority Should Implement the Following Actions.

- Staff will be trained to learn how to recognize signs of physical and/or mental stress due to trauma.
- Members of a crisis response team will undergo in-depth training to learn how to assist in managing stress due to trauma.
- Parents/Guardians will be offered tips on how to recognize signs of physical or mental stress due to trauma.
- Mental health experts will review and provide input into the plan.
- Ensure that a media or public information officer is available and trained to prepare announcements and media releases on the incident and actions taken.

Site Director/designated staff should do the following immediately after a serious Injury or death and/or major incident:

- Make an initial announcement to the entire school and include minimum details and indicate that additional information will be provided.

- Issue prepared statements for media, parents and other community inquiries.
- Convene a staff meeting to discuss how the situation is being handled and what resources are available to staff, learners, and families.
- Set up crisis centers and designate private rooms for private counseling and include outside mental health professionals and clergy to assist with grief.
- Provide guidelines to and encourage facilitators to facilitate class discussions about the incident and allow learners to openly discuss feelings, fears and concerns shortly after the incident. Any learners who are excessively distraught should be referred for counseling.
- Restore regular school functions as efficiently and as quickly as possible.
- Accept donations. In the first hours and days after a major incident, offers of help will probably be plentiful; however, offers will diminish considerably as time passes. Donations given and not used can always be returned.
- Designate a place for staff, learners, and community members to leave well-wishes, messages, and items.

B. Facilitators and Staff

- Seek counseling services if experiencing difficulty coping with the incident.
- Provide stress management during class by allowing learners to talk about what they experienced and felt during the incident and how they feel now.
- Be prepared for outbursts and disruptive behaviors.
- Refer learners experiencing stress to counseling.
- Allow for changes in normal routine activities and test schedules.

III. OTHER SPECIAL PROCEDURES

A. Hospital/Funeral Arrangements

- Provide staff with information regarding visitation and/or funeral arrangements (time, location, customs) when available. If the funeral is scheduled during a school day, all learners and staff should be excused from school.
- Encourage staff and learners to attend the funeral to provide support for the family and bring closure to the incident.
- Designate staff person(s) to visit the hospital and/or attend the funeral to represent the school.

B. Post-Incident Procedures

- Allow for changes in normal routines or schedules to address injury or death; however, recommend learners and staff return to their normal routine as soon as possible after the incident.
- Follow up with learners and staff who receive counseling and refer them to outside mental health professionals as needed.
- Discuss and approve memorials with the school board's consent.

- Donate all remaining memorial items to charity.

SECURITY

I. PURPOSE

Daily security procedures and protocols are in place to ensure a safe and secure environment, prevent crime, and to deter persons from gaining unauthorized access to the building using the Raptor system.

II. PROCEDURES

Colorado Skies Academy encourages all staff, faculty and learners to be an active participant in building security and crime prevention measure in place. The following list of security measures are in place on a daily basis or at specified times to ensure the safety of the school community and prevent criminal activity or unauthorized access (e.g. badging system, cameras, tip-lines, etc.)

- Access cards are provided only to staff.
- All staff receive background checks (BCI and FBI) before first day in the building.
- School doors are locked at all times during the school day.
- Staff greet all learners and families outside at arrival and dismissal times.
- Visitors to the building must be “buzzed in” by the Front Office Administrator.
- Parent Volunteers will also receive a background check before working with learners.

III. RESPONSIBILITIES

A. School Director

- Ensure that there is a security policy to prevent unauthorized building access at all times and that staff and faculty are familiar with the policy.
- Make requisitions and recommendations for necessary improvement or replacement of inadequate security features of the building.
- Ensure that there is adequate signage directing visitors to the building where they will sign in and out.

B. Facilitators /Staff

- Ensure that the learners are aware of the building security policy and do not permit unauthorized persons into the building.
- Report any unusual conditions or persons to the main office.
- Report to the main office any conditions, concerns or problems that were reported to them.

C. Office Staff

- Ensure that all visitors report to the office to sign in when entering the building and sign out when leaving the building.
- Monitor security cameras at the main entrance to ensure only authorized and appropriate persons are allowed into the building.

D. Facilities/Maintenance

- Maintain all doors, windows, and other means of entrance into the building to ensure proper operation and that all locks or other means of securing them are functional.
- Report any deficiencies or failures of the building security to the school Site Director in a timely manner.
- Landscaping is addressed to ensure a clear line of site into and from the building.

E. Learners

- Notify a staff or faculty member when an unauthorized or suspicious person is observed inside or around the building.
- Notify a staff or faculty member when doors are found unlocked or propped open.
- Report any security or safety concerns or unusual safety conditions to a staff or faculty member.
- Learners will not permit or allow unauthorized persons to enter the building by opening any locked doors.

F. General Responsibilities

- All entrances are locked during hours of operation.
- Learners and staff are trained not to provide unauthorized access to the building.

RAPID ASSESSMENT

I. PURPOSE

Procedures and protocols are in place to ensure that there is a method for evaluating and addressing developing threats and the courses of action the school will implement when it is notified or becomes aware of an occurring or impending emergency situation.

II. PROCEDURES

Assessment of Information/ Rapid Assessment

When information is received that indicates a threat, potential threat, or other hazard the school director along with other necessary persons or resources will make an assessment of the information and determine the proper actions to be taken. Actions could include, but are not limited to:

- Determination that the information is not a valid threat or hazard and continuation of normal operations.
- Continued observation of the threat or hazard.
- Determination that the information requires activation of the School EOP or a portion of the School EOP.

School officials will make use of all available resources when gathering information and making an assessment of all threats or potential threats. These information sources can include:

- Public media or news sources.
- National Weather Service or other reliable weather information source.
- Social media sources.
- Direct communication with local Emergency Medical Service (EMS) or public safety agencies.
- Information received by school facilitators, staff, learners or parents.

All information, assessment activities and decisions taken by school officials will be documented.

FAMILY REUNIFICATION

I. PURPOSE

The Family Reunification Protocol is used to ensure a safe and secure means of accounting for learners and reuniting parents/guardians with their children whenever the school facility or grounds is rendered unsafe and a remote site is needed.

II. RESPONSIBILITIES

A. School Incident Commander/Site Director

- After consulting with an emergency Incident Commander (police, fire or other emergency official), if applicable, determine the appropriate pre-designated relocation site(s).
- Follow predetermined procedures for releasing learners.
- Notify a contact person at the relocation site(s) to prepare for arrival of learners.
- Designate a Reunification Site Commander.
- Request to send personnel/ volunteers to staff the reunification site(s).
- Follow predetermined parental notification procedures such as phone trees, local media channels, automated alert system, cell or text messaging, etc.

B. Reunification Site Lead

- Establish a command post.
- Organize public safety and mental health/crisis response staff who will be reporting to the site. Use them to calm waiting parents/guardians and explain that an orderly process is required for the safety of the learners.
- Check identification of all non-uniformed personnel who arrive to assist.
- Secure a holding area for arriving learners and staff away from waiting family members.
- Set up an adult report area for parents/guardians to sign-in and to check identification.
- Set up a learner release area where learners will be escorted to meet their parent/guardian and sign out.
- Set up a mental health area and direct staff to escort parent/guardian of any injured, missing or deceased learner to the area for staff to provide notification in private away from other parents.
- Set up a media staging area and notify the school media liaison of the location.
- Keep evacuees on buses or in a holding area separate from parents/guardians until they can be signed out to waiting parents/guardians.
- Only release learners to authorized persons after checking proof of identity and signing a learner Release Form.

- Instruct parents/guardians to leave the site to make room for others once they have signed out their learner.

C. Facilitators

- Provide a list of evacuated learners to the reunification site staff upon arrival.
- Ensure special needs learners and staff is assisted. Request help if needed.
- Follow the instructions of the Reunification Site Commander or designated staff and/or assist in staffing the site.

D. First Responders

- Maintain crowd/traffic control
- Accept custody of unclaimed learners

III. OTHER PROCEDURES

- Outline procedures for releasing learners.
- Maintain current learner and staff emergency information that details special needs, such as medical or custody issues.
- Store information in a secure and readily accessible location.
- Outline parental notification methods.

IV. REUNIFICATION LOCATIONS

- Reunification locations should be established prior to an event.
- The reunification location(s) should be provided to both parent and child to ensure proper meeting and pickup location.

Drop, Cover and Hold (earthquake)

I. PURPOSE

Drop, Cover and Hold procedures may be used when an incident occurs with little or no warning. This action is taken to protect learners and staff from flying or falling debris resulting from explosions, structural failures, severe weather or an earthquake.

II. RESPONSIBILITIES

Designated staff members, including facilitators and bus drivers, should participate in the development, implementation, and evaluation of this procedure.

III. PROCEDURES

A. Indoor Procedure

When indoors, learners/staff should:

- Drop to the floor.
- Cover by getting under a sturdy table, desk, or other piece of furniture. If there is no suitable furniture nearby, cover their face and head with their arms.
- Hold on to the table or desk until directed to stop.
- When directed by the Site Director/designee and/or when it is safe to do so, staff members will evacuate learners to pre-assigned locations.

B. Outdoor Procedure

When outdoors, learners/staff should:

- Move away from buildings, streetlights and utility wires.
- Drop to the ground.
- Cover their face and head with their arms.
- When directed by the Site Director/designee and/or when it is safe to do so, staff members will evacuate learners to pre-assigned locations.

C. Moving Vehicle Procedure

When in a moving vehicle, drivers/staff should:

- Stop as quickly as safety permits.
- Instruct all learners/staff to stay in the vehicle.
- When it is safe to do so, proceed cautiously or evacuate the vehicle.

V. Hazard-And-Threat Specific Annexes

The following hazard and threat specific annexes are included to provide unique procedures, expected actions that apply to specific hazards. These hazards have been identified as high-priority by school administration, local Emergency Management Agency officials or a hazard analysis of Colorado Skies Academy.

Procedures and information outlined in functional annexes will not be duplicated in the hazard and threat specific annexes. If a hazard specific annex references a functional annex, the functional annex should be referenced for that information and then applied to the hazard specific annex.

Hazard Analysis Summary

Colorado Skies Academy is exposed to many hazards which have the potential for disrupting the school community, causing casualties, and damaging or destroying public or private property. Understanding that the County Emergency Management Agency maintains a County Emergency Operations Plan (County EOP) to address hazards and incidents, the Colorado Skies Academy EOP has been developed to fit into the larger County EOP in the event of a large-scale incident.

Colorado Skies Academy has identified through a hazards assessment of each school building and its surrounding area, conducted either by school officials or in conjunction with officials of the County Emergency Management Agency.

	FREQUENCY OF OCCURRENCE
Highly likely	Near 100 percent probability of an incident within the school year.
Likely	A 50 to 75 percent chance of an incident within a school year.
Possible	A 25 to 50 percent chance of an incident within the school year.
Unlikely	A 10 to 25 percent chance of an incident within the school year.
Highly Unlikely	Less than 10 percent chance of an incident within the school year.

	IMPACT
Catastrophic	An incident that results in complete shutdown of the facility, possibly for an extended time. Multiple deaths and severe injuries may have occurred. Damage to facilities/infrastructure that results in a shutdown of the school in excess of two weeks.
Critical	An incident that results in multiple severe injuries and possible fatalities. Damage to facilities and/or infrastructure that results in shutdown of the school between two days and two weeks.
Limited	An incident that may result in injuries. There is a moderate disruption to the normal school day causing dismissal or closure for one day or less.
Negligible	An incident that causes a minor interruption in normal activities. No or minor injuries have occurred. There is no or limited damage to facilities that do not result in closure or dismissal.

	WARNING TIME
Imminent	No advanced warning.
Immediate	1 to 15 minutes warning.
Limited	15 minutes to 2 hours warning.
Extended	2 hours to 24 hours warning.

HAZARD INDEX RANKING				
Impact →	Catastrophic	Critical	Limited	Negligible
Frequency of Occurrence ↓				
Highly Likely	5 (Highest)	4 (High)	4 (High)	3 (Medium)

Likely	5 (Highest)	4 (High)	3 (Medium)	2 (Low)
Possible	4 (High)	3 (Medium)	2 (Low)	2 (Low)
Unlikely	3 (Medium)	2 (Low)	1 (Lowest)	1 (Lowest)
Highly Unlikely	2 (Low)	1 (Lowest)	1 (Lowest)	1 (Lowest)

TABLE 1. HAZARD ASSESSMENT

HAZARD RANKING ASSESSMENT				
Hazard	Frequency	Impact	Warning Time	Hazard Ranking
Natural Hazards				
Earthquake*	Highly Unlikely	Negligible	Immediate	1
Flooding*	Highly Unlikely	Limited	Limited	1
Tornado*	Unlikely	Critical	Immediate	2
Severe Thunderstorm*	Possible	Limited	Limited	2
Winter/Ice Storm	Likely	Negligible	Extended	2
Dam Failure	Highly Unlikely	Critical	Limited	4

Colorado SKIES Academy Emergency Operations Plan

Hazardous Materials Release	Highly Unlikely	Critical	Immediate	4
Nuclear Facility Incident	Highly Unlikely	Critical	Immediate	4
Power Outage	Possible	Limited	Immediate	2
Water System Failure	Unlikely	Limited	Limited	1
Fire (structural)*	Highly Unlikely	Critical	Imminent	4
Transportation Accident*	Unlikely	Limited	Imminent	1
Explosion*	Highly Unlikely	Catastrophic	Imminent	5
Aircraft Incident	Possible	Limited	Imminent	2 (Low)
Biological Hazards				
Pandemic Illness	Highly Unlikely	Critical	Extended	4
Medical Emergency	Possible	Limited	Limited	1
Mass Contamination	Highly Unlikely	Critical	Extended	4
Contagious Disease	Possible	Critical	Extended	3
Adversarial/Human-Caused Hazards				
Sexual Assault	Unlikely	Negligible	Extended	1
Civil Disorder	Highly Unlikely	Negligible	Extended	1
Death on Campus	Unlikely	Limited	Immediate	1
Hostage Situation*	Unlikely	Critical	Immediate	2
Intruder*	Unlikely	Critical	Immediate	2
Kidnapping/Abduction*	Highly Unlikely	Limited	Immediate	1
Weapon on Campus	Highly Unlikely	Limited	Immediate	1
Active Shooter/Threat*	Unlikely	Catastrophic	Immediate	3

Colorado SKIES Academy Emergency Operations Plan

Terrorism*	Highly Unlikely	Critical	Immediate	1
Bomb Threat*	Highly Unlikely	Critical	Immediate	1

**Annexes already included.*

Active Shooter

I. **PURPOSE**

An active shooter or armed assailant on school property involves one or more individual's intent on causing physical harm and/or death to learners and staff. Such intruders may also possess a gun, a knife, a bomb or other harmful device. An Active Shooter will result in law enforcement and other safety and emergency services responding to the scene.

Once law enforcement arrives, it is critical to follow the instructions of, and cooperate with, the law enforcement officer who will be the Incident Commander with jurisdiction over the scene. The school is a crime scene and will require a thorough search and processing.

II. **RESPONSIBILITIES**

A. School Incident Commander/School Director

- An emergency can be reported by any school staff or learner. If there is an immediate threat or hazard, address the problem first by initiating a lockdown, evacuation, etc., then inform the School Incident Commander/Site Director.
- Direct staff to call 9-1-1, give the name and exact location of the school, the nature of the emergency, number and description of intruders (if known), type of weapon(s), area of the school where last seen, actions taken by the school, and whether there are on-site security or law enforcement officers (e.g. DARE, School Resource Officer). Caller will remain on the line to provide updates.
- If able, secure the administration office as a command post and retrieve the critical information and data about the school's emergency systems, including communications, staff and learners locations, detailed floor plans, and important documents, items, and supplies that are prepared and readily available for use during the incident. If the incident is occurring at the administration office, designate an alternate command post.
- Direct office staff to maintain contact with facilitators reporting pertinent emergency information via text message and/or phones.
- Notify Leadership Support Team and request activation of the communications plan for media and parent notification protocols.
- Determine appropriate procedure(s): LOCKDOWN; INTRUDER/HOSTAGE SITUATION; SHELTER-IN-PLACE.
- Direct staff and learners outside the building to move immediately to predetermine assembly area(s) and be prepared to EVACUATE to an off-site relocation center.
- Direct support staff outside to stop pedestrians and vehicles from entering the school grounds until law enforcement arrives.
- Ensure that any buses en route to the school are redirected to a designated relocation site.

B. Facilitators and Staff

- If you are the first to note indication of an armed intruder, immediately CALL 9-1-1, then notify the School Incident Commander/ Site Director and go to LOCKDOWN.
- Gather information about your classroom's immediate situation. Account for all learners or other individuals sheltered in your room.
- Assess your ability to EVACUATE the building.
- If there is no safe manner to EVACUATE the building, have learners remain in LOCKDOWN until personally given the "All Clear" by the Incident Commander or a law enforcement officer in uniform.
- If an active shooter or intruder enters the classroom use WHATEVER means necessary to keep your learners safe. This may include any and all forms of resistance to the threat.
- If an intruder enters and begins shooting, any and all actions to stop the shooter are justified. This includes moving about the room to lessen accuracy, throwing items (books, computers, phones, book bags), yelling to create confusion, exiting out windows, and confronting (assault, subdue, choke) to stop the intruder. Tell learners to get out anyway possible and move to another location.

III. OTHER PROCEDURES

- After the active shooter/intruder(s) has been subdued, the School Incident Commander/Site Director in consultation with the law enforcement Incident Commander will announce an EVACUATION and relocation to an alternate site for FAMILY REUNIFICATION.
- If staff or learners are injured, emergency medical personnel will take control of the scene and direct services as appropriate.
- The School Incident Commander will notify officials at the relocation site of the EVACUATION and to activate FAMILY REUNIFICATION protocols.
- The School Incident Commander will request bus transportation or alternate transportation to the relocation site.
- The School Incident Commander will activate the communications plan to deal with media and parent notification protocols, and direct parents to go to the relocation site.
- Facilitators will EVACUATE the building using the designated exit routes and alternate routes to the assigned assembly areas, take attendance and move to the buses for transport.
- The School Incident Commander will activate the MENTAL HEALTH AND HEALING procedures and/or notify area mental health agencies to provide counseling and mental health services at the relocation site.
- The School Incident Commander will debrief appropriate school personnel.
- The Leadership Support Team or designee, in consultation with law enforcement officials, will determine when the school can resume normal activities and communicate the information to parents/guardians and the public.

Hostage

I. **PURPOSE**

The purpose of this annex is to ensure that there are procedures in place to protect staff/learners and school property in the event of a hostage situation. It is critical that all staff know what to do in a hostage situation.

If the incident involving a hostage situation results in law enforcement being contacted and activated, it is critical to follow the instructions of, and cooperate with, the law enforcement official who will be the Incident Commander with jurisdiction at the scene.

II. **RESPONSIBILITIES**

A hostage situation involves one or more persons being held against their will by one or more individuals. The goal is to ensure safety of learners, staff and others at the school and prevent the hostage(s) from being moved away from the school. All staff should be aware of what to do in the event of a hostage situation.

- If hostage taker is unaware of your presence, do not intervene.
- Notify the School Incident Commander/Site Director, School Resource Officer, or call 9-1-1 if unable to reach school authorities.

If school personnel or learners are taken hostage:

- Follow instructions of hostage taker.
- Try not to panic. Calm learners if they are present.
- Treat the hostage taker as normally as possible.
- Be respectful to hostage taker.
- Ask permission to speak and do not argue or make suggestions.

A. School Incident Commander /School Director

- Call 9-1-1 immediately. Give dispatcher details of situation; description and number of intruders, exact location in the building and that the school is in LOCKDOWN or taking other action if appropriate (such as EVACUATION if hostage taker has a bomb). Ask for assistance from hostage negotiation team.
- Announce LOCKDOWN or other procedure if conditions warrant.
- Ensure staff outside are notified of the situation and to move learners away from the building to the outside assembly areas.
- Isolate the area and try to determine if weapons are involved, if possible.
- Redirect any buses en route to the school to an alternate location.
- Notify Leadership Support Team and activate communications plan.

- Give control of scene to police and hostage negotiation team.
- Ensure detailed notes of events are taken.

B. Facilitators and Staff

- Facilitators and staff will implement LOCKDOWN or other directed procedures upon hearing the alert. If outside, move to designated assembly areas and wait for further instructions.
- Everyone should remain in their location until given the “All Clear” unless otherwise instructed to take other action by a law enforcement officer.

III. OTHER PROCEDURES (that may be activated depending on conditions)

- Active Shooter.
- Evacuation.
- Family Reunification.
- Medical and Mental Health.
- Shelter-in-Place.

Bomb Threat

I. PURPOSE

The purpose of this annex is to ensure that there are procedures in place to protect staff, learners and school property in the event of a communicated threat regarding the presence of destructive devices on school property. This may include any explosive device of an incendiary, chemical, biological, or radioactive nature. A bomb threat will result in law enforcement and other safety and emergency services responding to the scene.

Once law enforcement arrives, it is critical to follow the instructions of, and cooperate with, the law enforcement officer who will be the Incident Commander with jurisdiction over the scene. The school is a crime scene and will require a thorough search and processing.

II. RESPONSIBILITIES

A. Staff Who Received a Message That a Bomb Has Been Placed in School

- Make a record of the exact wording of the threat.
- Ask in a clear and calm voice: where the bomb is located; what does it look like; what materials are in the bomb (type of bomb); how is it activated; when will the bomb explode; who is calling, name and address; did you place the bomb; why are you doing this.
- If the threat is made by phone, listen closely to caller’s voice and speech patterns and to noises in background. Make a record of that information.
- If the threat is made by phone and the caller hangs up, immediately dial *57 to trace the call.
- Notify the School Incident Commander/ Site Director or designee and/or call 9-1-1.

B. School Incident Commander/ Site Director

- Notify law enforcement, fire and emergency services by calling 9-1-1 if not already notified.
- Assign staff to meet and brief emergency responder agencies.
- Notify staff through the public address system:

YOUR ATTENTION PLEASE. A BUILDING EMERGENCY IS IN EFFECT. ALL STAFF AND LEARNERS SHOULD REMAIN IN THEIR CAMPFIRE SPACES UNTIL ADVISED OTHERWISE. TWO-WAY RADIOS AND CELL PHONES SHOULD BE TURNED OFF.

- If a suspicious item is located, determine if EVACUATION procedures should be activated, selecting routes and assembly areas away from the suspicious item. DO NOT ACTIVATE THE FIRE ALARM. Or, determine if further response should await arrival of law enforcement and other emergency services. See subsection D below.
- If EVACUATION occurs, learners and staff must be evacuated to a safe distance outside of school building(s) MINIMUM 1000 Feet is the general rule.
- Arrange for the person who found a suspicious item to talk with law enforcement official.
- Notify the Leadership Support Team.
- Active communications plan to inform parents/guardians, media, and community of incident as determined in consultation with law enforcement.

C. Facilitators and staff

- Check learning spaces, offices and work area for suspicious items and report any findings to the School Incident Commander/ Site Director.
- If a suspicious item is found-DO NOT TOUCH IT. Secure the area where the item is located.
- Account for learners and be prepared to EVACUATE if ordered.
- EVACUATE using standard procedures and exit routes to assembly area.
- Open classroom windows and leave classroom doors open when exiting.
- Take roll call after being EVACUATED. Be prepared to report the names of any missing persons to School Incident Commander/Site Director.
- Keep learners together at the assembly area until given further instructions. Be prepared to go to off-site relocation if ordered.
- If given the “All Clear” signal, return to the building and resume normal operations.

D. Incident Commander/Law Enforcement, Fire & Emergency Agencies

Once emergency responders are on scene, decisions must be made to:

- EVACUATE immediately, if this has not already occurred and if warranted, selecting routes and assembly areas away from the suspicious item. DO NOT ACTIVATE THE FIRE ALARM.
- Speak to staff that received the threat and obtain information.
- Search the building.
- If a search is to be conducted, assemble and brief a search team at the interior command post. Assign search areas within the building, the emergency exit routes and the outside assembly areas.
- If a suspicious item is located, order an EVACUATION, if that has not already occurred.
- No one may re-enter the building(s) until fire or police personnel declare it is safe to do so.
- School Incident Commander/ Site Director will determine if staff and learners should be relocated to an alternative safe site. (Leadership Support Team can assist)
- If danger is over notify staff and learners of the termination of the emergency and to resume normal operations.

Terrorism threat level increase

I. Purpose

The purpose of this annex is to ensure that there are procedures in place to respond to an elevation in the National Terrorism Advisory System. School administrators will be notified of terrorist threats through either of the following means:

- A National Terrorism Advisory System (NTAS) alert from US Department of Homeland Security.
- Directly by a law enforcement or Homeland Security official.

There are two terrorism threat levels in the United States: elevated and imminent. An “imminent threat” warns of a credible, specific, and impending terrorist threat against the United States. An “elevated threat” warns of a credible terrorist threat against the United States.

Terrorism threat examples include: chemical, biological, nuclear, radiological, and conventional weapon (explosives, small arms, etc.) attacks and hostage situations.

Schools should expect a heavy law enforcement involvement at the local, state and federal levels following a terrorist attack due to the incident’s criminal nature. Schools should also

expect that extensive media coverage, strong public fear and international implications and consequences to continue for a prolonged period.

Schools will pre-determine designated officials who will coordinate with appropriate public safety/homeland security officials in the event of a terrorist threat.

In the event of an Imminent Threat, the Federal Bureau of Investigations (FBI), Local Police Department, Local Fire Department, and the Local County Sheriff's Office will confer on the situation. Designated school officials will work with the Local Police Department and/or Sheriff's Office and agrees to open or close schools.

III. **RESPONSIBILITIES**

A. **School Officials**

When there is an imminent threat against the school or its immediate area, the following actions should be taken:

- The School Incident Commander/Site Director will start the phone tree. If school is in session, immediately notify building administrators and designated school officials.
- If an alert is issued before or after school hours, normal school operations will cease, and will remain closed until advised by the designated school officials to reopen. All school activities and events scheduled will be cancelled until further notice.
- If Alert is issued during school hours, school buildings will be secured and remain open until regular dismissal time, unless otherwise advised by the designated school officials. learners will be sent home by normal transportation means or released to parents/guardians pursuant to CSA policy. All after-school activities will be cancelled, unless otherwise advised by the designated school officials.
- The designated school officials will coordinate with appropriate public safety officials to determine what level of LOCKDOWN or other procedures are appropriate for the situation. FAMILY REUNIFICATION procedures will be followed in order to coordinate the release of learners.

In the event of an actual terrorist attack schools should follow appropriate procedures for HOSTAGE SITUATIONS, conventional weapons incidents (e.g. EXPLOSIONS, ACTIVE SHOOTING, BOMB THREAT, etc.), and CHEMICAL/ HAZARDOUS SPILLS (biological incidents, chemical incidents, and radiological/nuclear incidents).

Natural Hazards - flood

I. **PURPOSE**

The purpose of this annex is to ensure that there are procedures in place to protect staff/learners and school property in case of a flood.

The Lucas County Emergency Management Agency, the National Weather Service, and other Federal cooperative agencies have an extensive river and weather monitoring system and provide flood watch and warning information to the school community via radio, television, Internet, and telephone. In the event of a flood, the School Incident Commander/Site Director will activate the School EOP.

The school siren or public address system acts as a warning system to notify staff/faculty and learners in case of imminent or confirmed flooding, including that due to dam failure. If there is a loss of power, a compressed air horn or megaphone and two-way radios will serve as backup alerting/communication devices.

Operational functions or procedures that may be activated in the event of a flood include the following:

- Evacuation.
- Family Reunification.
- Medical and Mental Health.
- Reverse Evacuation.
- Shelter-in-Place (if safe to do so and evacuation without external assistance is not possible).

II. **RESPONSIBILITIES**

School Incident Commander/Site Director

- Review circumstance and conditions and determine appropriate procedures to be activated.
- Determine if EVACUATION is required and can be safely done.
- Call or instruct staff to call 9-1-1 to notify local law enforcement, fire and emergency services of intent to evacuate, the location of the relocation site, the route and means to be taken to that site.
- Delegate a search team to ensure that all learners have been located and/or evacuated.
- Activate internal and external communications plan.
- Designate staff to monitor radio, Internet, and media for flood information and report any developments.
- Update staff, administration, and emergency responders of any significant changes in operations or conditions.

- Issue transportation instruction if learners will be evacuated to a safer location by means of buses and/or cars.
- Notify the Leadership Support Team/Policy Group of the status and action taken.
- Notify relocation centers and determine an alternate relocation center, if needed, if primary centers would also be flooded.
- Activate FAMILY REUNIFICATION procedures.
- Implement additional procedures as instructed by the emergency Incident Commander with jurisdiction over the scene.
- Designate staff to take appropriate action to safeguard school property.
- Determine if school will be closed or remain open.
- Do not allow staff and learners to return to the building until proper authorities have determined that it is safe to do so.
- Document all actions taken.

Facilitators and Staff

- Execute evacuation procedures when instructed School Incident Commander/Site Director.
- Take the class roster and first-aid kit and any other supplies or resources relevant to the incident.
- Take attendance before leaving the classroom.
- Lead learners as quickly and quietly as possible out of the building to the designated assembly area(s).
- Use alternate escape routes if the regular route is blocked or there is a safety hazard.
- Assist or designate others to assist learners with functional needs.
- Remain with learners throughout the evacuation process.
- Upon arrival at the assembly site, take attendance. Report any missing or injured learners to the Incident Commander.
- Do not return to the school building until it has been inspected and determined safe by proper authorities.
- Document all actions taken.

A. Bus Drivers

- If evacuation is by bus, do not drive through flooded streets and/or roads.
- Do not attempt to cross bridges, overpasses, or tunnels that may be damaged by flooding.
- If caught in an unavoidable situation, seek higher ground immediately. If the bus stalls and water is rising abandon the bus and seek higher ground before the situation worsens.

- Use two-way radios to communicate with the School Incident Commander/Site Director.
- Document all actions taken.

Natural Hazard - Severe Weather/Tornado

I. PURPOSE

The purpose of this annex is to have procedures in place when a Severe Weather/Tornado Watch or Warning has been issued for the school's location.

II. RESPONSIBILITIES

A. School Incident Commander/Site Director

When a Severe Weather/Tornado Watch has been issued:

- Monitor NOAA Weather Stations (National Weather Service, Weather Channel, or television).
- Bring all persons inside building(s).
- Be prepared to move learners from mobile classrooms into the building.
- Close windows and blinds.
- Review severe weather drill procedures and location of safe areas. Severe weather safe areas are under desks, in hallways and interior rooms away from windows.
- Avoid gymnasiums and cafeterias with wide free-span roofs and large areas of glass windows.
- Review "DROP COVER and HOLD" procedures with learners.
- Assign support staff to monitor all entrances and weather conditions.

When Severe Weather/Tornado has been issued for the school's location or Severe Weather or a Tornado has been spotted near school.

- Announce SHELTER-IN-PLACE alert signal.
- Direct learners and staff inside the building to immediately move to interior safe areas, closing classroom doors after exiting.
- Ensure that learners are in "DROP, COVER and HOLD" positions until the danger passes.
- Direct learners and staff outside to REVERSE EVACUATE into the building.
- If outside, learners and staff should move to the nearest interior safe area. If time does not permit, have learners get down in the nearest ravine or open ditch or low spot away from trees or power poles.
- Relocate learners and staff from any mobile classrooms into the building.
- Remain in safe area until warning expires or until emergency personnel have issued an "All-Clear".

Technological hazard – Chemical accident

I. **PURPOSE**

Hazardous chemicals are used for a variety of purposes and are regularly transported through many areas in and around a school. Chemical accidents may originate inside or outside the building. Examples include: toxic leaks or spills caused by tank, truck or railroad accident; water treatment/waste treatment plants; and industry or laboratory spills. The purpose of this annex is to ensure that there are procedures in place to protect staff/learners and school property in case of a chemical or hazardous materials spill.

II. **SPECIFIC SCHOOL INFORMATION**

Currently, a variety of cleaning chemicals are used and stored on school grounds in the building services room attached to the Makerspace. The school's maintenance team, custodian or designated staff inspects stored chemicals twice a month. The school siren acts as a warning system to notify staff/faculty and learners of a hazardous condition. Decontamination equipment and personal protective equipment are located in a storage unit in the building services room.

Colorado Skies Academy is aware of the following conditions in the surrounding community that could subject the school to a chemical or hazardous materials spill: active railroad tracks near school, trucks delivering chemicals or other hazardous materials on Airport Highway.

The School Incident Commander/Site Director will determine if and when the following operational functions or procedures may be activated in the event of an **external** chemical or hazardous spill:

- Evacuation.
- Family Reunification.
- Medical Emergency, Mental Health and Healing.
- Reverse Evacuation.
- Shelter-in-Place.

Or, if there is an **internal** chemical spill, whether the following procedures may be activated:

- Evacuation.
- Family Reunification.
- Medical Emergency, Mental Health and Healing.

III. RESPONSIBILITIES

A. Procedures for an External Chemical or Hazardous Spill

The Site Director will determine the need to activate the School EOP and designate a School Incident Commander until a qualified HazMat or other emergency Incident Commander arrives at the scene with jurisdiction over the incident. Once an emergency Incident Commander arrives, it is critical to follow the instructions of, and cooperate with, that Incident Commander.

If the chemical spill is **external**, the following steps will be taken by the school.

1. School Incident Commander/Site Director

- Call 9-1-1 and notify local law enforcement and emergency responders.
- Determine what procedures should be activated, such as a REVERSE EVACUATION and SHELTER-IN-PLACE.
- Notify maintenance/building, custodial, and grounds staff to shut off mechanical ventilating systems, if appropriate.
- Take appropriate action to safeguard school property.
- Notify appropriate school personnel (Leadership Support Team) of the status and actions taken and keep them updated of any significant changes.
- Activate internal and external communications plan.
- Monitor radio, television, Internet, and/or other means of information and report any developments to the Incident Commander.
- If it is determined that conditions warrant an EVACUATION, issue instructions for relocating to a safer location by means of walking, buses and/or cars.
- Notify relocation centers and determine an alternate relocation center if necessary.
- Disseminate information about the incident and follow-up actions such as where learners/school has relocated and institute FAMILY REUNIFICATION procedures, if needed.
- Do not allow staff and learners to return to the building until proper authorities have determined that it is safe to do so and given the “All Clear” signal after the threat has passed.
- Determine whether school will be closed or remain open.
- Implement additional procedures as instructed by the School and/or emergency Incident Commander.
- Document all actions taken.

2. Facilitators and Staff

- Move learners away from immediate vicinity of danger.

- Implement REVERSE EVACUATION if learners are outside; observe wind direction by observing flags or leaves and move learners appropriately.
- Execute SHELTER-IN-PLACE when instructed by the Incident Commander.
- Remain with learners throughout the incident.
- Report any missing or injured learners to the Incident Commander.
- Remain in safe area until the “All Clear” signal has been issued.
- In the event of building damage, evacuate learners to safer areas of the building or from the building. If evacuation does occur, do not re-enter the building until an “All Clear” signal is issued.
- Document all actions taken.

B. Procedures for an Internal Chemical or Hazardous Spill

The Site Director will determine the need to activate the School EOP and designate a School Incident Commander until a qualified HazMat or other emergency Incident Commander arrives at the scene with jurisdiction over the incident. Once an emergency Incident Commander arrives, it is critical to follow the instructions of, and cooperate with, that Incident Commander.

If the chemical spill is **internal**, the following steps will be taken by the school.

1. Person Discovering the Spill

- Alert others in immediate area and leave the area.
- Close windows and doors and restrict access to affected area.
- Notify Site Director/teacher/safety officer or call 9-1-1, if appropriate.
- Do not attempt to clean the spill.
- Seek first-aid if contact with spill occurs.

2. Incident Commander/Site Director -Actions

- Notify the local fire department and local/state departments of public health.
 - Provide the following information:
 - School name and address, including nearest cross street(s).
 - Location of the spill and/or materials released; name of substance, if known.
 - Characteristics of spill (color, smell, visible gases).
 - Injuries, if any.
- Determine what procedures should be activated, such as EVACUATION.
- Notify local law enforcement of intent to evacuate.
- Avoid exposure to the chemicals or hazardous fumes or materials in any EVACUATION.

- Notify maintenance/building/custodial and grounds staff to shut off mechanical ventilating systems, as appropriate.
- Notify the site director/incident commander of the status and actions taken, and keep them updated of any significant changes.
- Activate internal and external communications plan.
- Issue instruction if learners will be evacuated to a safer location by means of walking, buses and/or cars.
- Do not allow staff and learners to return to the building until proper authorities have determined that it is safe to do so and given the “All Clear” signal the threat has passed.
- Address cleanup needs and actions with appropriate fire, safety and/or emergency services personnel.
- Determine whether school will be closed or remain open.
- Document all actions taken.

3. Facilitators and Staff

- Move staff and learners away from the immediate danger zone and keep staff and learners from entering or congregating in danger zone.
- Report location and type (if known) of the hazardous material to Incident Commander.
- Execute EVACUATION and relocation procedures when instructed by the Incident Commander unless there is a natural or propane gas leak or odor. If a natural or propane gas leak or odor is detected, evacuate immediately and notify the Incident Commander/Site Director.
- Take class roster, first-aid kit and any other supplies or resources relevant to the incident.
- Check that all learners have left the building. Learners are not to be left unattended at any time during EVACUATION.
- Upon arrival at evacuation site take attendance. Notify Incident Commander or designee of any missing or injured learners.
- Remain with learners throughout the incident.
- Do not return to the building until emergency response personnel have determined it is safe and issued an “All Clear” signal.
- Document all actions taken.

Technological hazard – Explosion

I. **PURPOSE**

An explosion can be the result of boiler explosion, gas leak, chemical or hazardous spill or some other man-made (bomb) or natural hazard. An explosion may require the activation of a several procedures, including:

- Evacuation.
- Family Reunification.
- Medical Emergency.
- Mental Health and Healing.

Any staff, learner or visitor discovering an explosion will activate the fire alarm, report the explosion to the Site Director, and call 9-1-1 for emergency services if injuries are apparent. Once an emergency Incident Commander arrives (police and/or fire), it is critical to follow the instructions of, and cooperate with, the Incident Commander who has jurisdiction at the scene.

No one may re-enter building(s) until it is declared safe by the fire department.

II. **RESPONSIBILITIES**

A. **School Incident Commander/Site Director**

- Call 9-1-1 to confirm the alarm, identify the school name and location, and provide exact location of the explosion. If any staff or learners are injured and inform emergency services (police and fire) the building is being evacuated and identify the location of the school command post.
- Activate an EVACUATION.
- Ensure that staff, learners and visitors immediately evacuate the building using prescribed routes or alternate routes due to building debris to the assembly areas. Assembly areas may need to be relocated because of the building collapse or unsafe areas from the explosion or continued explosions.
- Notify the Leadership Support Team and institute communications plan.
- Designate staff to take the visitor log, learner sign-out sheet and the critical incident response documents, information, items, supplies to the designated school command post.
- Designate staff to obtain learner roster from facilitators and identify any missing learners.
- If safe and appropriate to do so, direct designated staff to shut off utilities.
- Notify and provide regular updates to staff and learners of the status of the emergency.
- Upon consultation with the fire department and law enforcement officials, and if necessary due to unsafe conditions direct an off-site evacuation to a designated primary relocation center.

- If relocation occurs, activate FAMILY REUNIFICATION.
- If relocation is not necessary, provide information on plan to return to the building and resumption of normal operations.
- Do not allow staff and learners to return to the building until proper authorities have determined that it is safe to do so and given the “All Clear” signal after the threat has passed.

B. Facilitators

- Take the class roster and first-aid kit and any other supplies or resources relevant to the incident and lead learners as quickly and quietly as possible out of the building to the designated assembly area(s).
- Use alternate escape routes if the regular route is blocked or there is a safety hazard.
- Assist or designate others to assist learners with functional needs.
- Close the classroom door and turn out the lights upon exiting and confirm all learners and personnel are out of the classroom.
- Take attendance at the assembly area. Report any missing learners or staff members and/or any injuries to the School Incident Commander/Site Director.
- Keep class together and wait for further instructions.
- Remain in safe area until the “All Clear” signal has been issued.
- Be prepared to move learners if an off-site relocation is ordered.
- Be prepared to move the learners if the situation warrants it.
- No one may re-enter building(s) until it is declared safe by the fire department.

Technological Hazard- Bus Accident

I. PURPOSE

School bus accidents may occur (field trips, interscholastic activities, etc.). While data continues to show that school buses are the single safest mode of travel between home and school, accidents can occur. The dynamics of traffic, exposure to weather conditions and limited adult supervision requires that drivers be well trained. Each bus should include a first-aid kit, fire extinguisher, flashlight, batteries and emergency warning devices (road flares and reflective devices, such as triangles, vests, etc.). The purposes of these procedures are to:

- Provide a standard approach in the management of school bus accidents.
- Provide emergency care, as appropriate for the incident, while making the most efficient use of available resources.

II. RESPONSIBILITIES

A. Bus Driver

- Call bus garage or appropriate school personnel by radio or other established means per policy and 9-1-1 emergency services (police, fire, ambulance), as required. Give exact location of accident, along with information about severity, injuries, and hazards, and resources needed.
- Set parking brake, turn off ignition switch, and activate hazard lights.
- Remain calm and reassure learners and/or other passengers.
- Be alert to the potential for, and check conditions that could cause a fire or other hazardous situation.
- Use or deploy warning devices as appropriate.
- Determine if evacuation of the bus is warranted. All passengers should remain in the bus unless fire or other hazardous conditions exist, requiring evacuation and/or relocation to safer location. It is extremely important that injured persons are not moved unless a hazard exists that presents an imminent danger of further injury.
- Provide first-aid as needed.
- Regularly update school or emergency personnel on situation and conditions.
- If learners/passengers are transferred to another location (hospital, shelters, another bus) record and report information, including who was transported and location, to the bus garage or appropriate school personnel.
- Protect the passengers and vehicle from further accident and injuries.
- Protect the scene from traffic and people so that evidence is not destroyed. Under normal circumstances, the vehicle(s) involved should not be moved until law enforcement personnel advise the driver to do so.
- Cooperate with directions of emergency responders.
- Complete an incident report after incident is resolved.

B. School Incident Commander/Site Director

- Dispatch appropriate transportation or other staff to the accident location.
- Assess level of support or resources needed and make it available.
- Obtain names of learners/passengers, conditions, locations if removed from the site and report to district or other designated staff for instituting parental notifications and information sharing with media, as appropriate.
- Ensure that special health or medical information is provided to appropriate medical providers.
- Instruct designated staff to accompany injured learners to hospital, if needed.
- Determine if FAMILY REUNIFICATION procedures should be activated.
- Determine if MENTAL HEALTH AND HEALING procedures are needed.

III. OTHER PROCEDURES OF GENERAL OPERATIONS

- Emergency services agencies (police, fire, EMS), if called, will take charge of the accident scene upon their arrival. A school representative (the Leadership Support Team), Site Director or designated person with decision-making authority) will be dispatched to the accident scene (distance and time permitting).
- Communication with parents/guardians and child care providers is critical since a late school bus always raises some anxiety. The Incident Commander in charge of the incident will decide when the school can begin individual parental notification.
- All injured and potentially injured persons (as determined by EMS personnel) will be transported to area hospitals.
- In the event that the School representative is, for any reason, unable to sign the Release Form or if there is greater potential for injury, all passengers will be transported to the closest appropriate hospital(s) for further evaluation. Anyone not requiring an ambulance will be transported in the following manner:
 - A driver and school bus, which was not involved in the accident, will be dispatched to the scene on the request of the Incident Commander and School.
 - EMS personnel, with at least one or more EMTs, will be placed on the bus with the passengers, and an ambulance will follow the bus to the hospital.
 - In the event that a passenger's condition suddenly deteriorates, the bus will be stopped; the passenger will receive emergency care and will be placed in the ambulance for further care and transport to the hospital. The bus will then continue to the hospital with the remainder of the passengers.
 - Additional ambulance(s) may be assigned to the bus based on need and available resources.

Biological Hazard/Bloodborne Pathogen

I. PURPOSE

Custodial, maintenance and other employees that may be exposed to human blood or other regulated body fluids shall receive annual training which includes the following:

- Epidemiology and symptoms of HIV and HBV.

- Modes of transmission of HIV and HBV.
- Importance of exposure precautions to reduce worker exposure.
- The availability, proper use and disposal of personal protective equipment (PPE) including the specific circumstances under which the PPE is to be worn.
- Follow-up procedures to implement if actual body contact occurs with blood or body fluids.
- An explanation of the labels and signs used.
- Proper cleanup of spills of blood or other regulated body fluids.
- Proper disposal of contaminated items.

II. CUSTODIAL (cleanup) SUPPLIES NEEDED

- Goggles
- Bucket/wringer
- Wet mop
- Red liner bag
- Paper towel
- Gloves
- Disinfectant/virucide/fungicide/deodorant cleaner used for blood cleanup

The use of disposable gloves is required for procedures when body fluids are handled. Especially if:

- The individual handling the material has cuts, abraded skin, chapped hands, dermatitis or similar conditions;
- When contacting abraded or non-intact skin of individuals with active bleeding or drainage;
- During all cleaning procedures.

Gloves shall be of appropriate material, intact latex or intact vinyl of appropriate quality for the procedures performed and of appropriate size for each wearer. Gloves shall not be washed or disinfected for reuse. Gloves are not a substitute for proper hand-washing. Hands are to be washed, using standard hand wash procedures, using warm water and liquid soap immediately after removing gloves.

No gloves shall be used if they are peeling, cracking or discolored or if they have punctures, tears or other evidence of deterioration.

III. SPILLS AND CLEANUP PROCEDURES

A. Preparation

- Determine the nature of the event. Vomit, urine, feces, etc. are not considered blood borne events if blood is not visible to the eye. Disposable gloves and Disinfectant/Virucide/Fungicide/Cleaner disinfectant cleaner are more than adequate for clean-up.
- If you are not sure, follow the blood borne guidelines below.
- Where possible, keep the bleeding person contained in one area. Do not allow them to travel through the building until the bleeding is stopped.

B. Personal Protection

- Before starting any clean up procedure, put on disposable gloves, at least, heavier duty gloves if available.
- If a large amount of blood, wear chemical splash goggles.

C. Small Area Clean-Up

- Spray area with Disinfectant/Deodorant Cleaner disinfectant and wipe with paper towel. Do not use a sponge or any other reusable item unless they can be laundered and dried through a dryer.
- Once area is cleaned, re-spray with the Disinfectant/Deodorant Cleaner and allow to sit for at least 10 minutes. If necessary, wipe any remaining chemical with a paper towel and place in the red liner bag.
- Place excess waste into a red liner bag. Place paper towel in the same bag. Once cleanup is completed, place disposable gloves in the red liner bag using proper procedure for removing gloves.

D. Large Area Clean-Up

- For a major blood event, begin clean up with Disinfectant/Virucide/Fungicide/Cleaner in a mop bucket or sprayer. The more dwell time the better (10 minutes minimum with Disinfectant/Deodorant Cleaner).
- Any disposable items, such as paper towels, should be placed in the red liner bag (needles or syringes must be placed in an approved (Sharps) container).
- Spray affected areas with Disinfectant Cleaner and allow to remain at least 10 minutes to properly disinfect the area.
- Mops should be removed from the handle and placed in a regular liner bag until they can be laundered.
- Empty the mop bucket and spray wringer and bucket with Disinfectant/Deodorant (ie. Simple Green). Allow to remain for (a minimum of) 10 minutes and flush with clear water.

E. Contaminated Supplies and Labeling Infectious Waste

Soiled items must be placed in an impervious (biohazard) bag. The tags applied to waste receptacles containing contaminated articles must have the signal word "BIOHAZARD" or the biological hazard symbol. If tags are not used, then other equally effective means of identification shall be used. Red bags are available through our custodial supplier. Disposal of bags or other biohazard containers will be analyzed on a case by case basis consulting OSHA guidelines and our Waste Management Company to determine appropriate disposal.

F. Hand Washing

Thorough hand-washing is to be performed before and after removal of gloves and immediately after any inadvertent contact with blood or body fluids. Individuals are not to use bar soap or cloth towels for hand-washing. The school will provide liquid soap, paper towels and waterless hand cleaner for hand-washing purposes.

G. Other Procedures (that may be activated depending on conditions)

- Medical Emergency.

Fire

I. PURPOSE

Colorado Skies Academy has a policy and procedure governing fire drills and conducts fire drills as required by law. All staff is trained on how to respond in the event of a fire.

- Any staff discovering fire or smoke will activate the fire alarm, and report the fire to the Site Director, or call 9-1-1 if conditions require and/or injured are in need of medical assistance.
- Staff, learners and visitors will immediately evacuate the building using prescribed routes or alternate routes to the assembly areas.
- No one may re-enter building(s) until it is declared safe by the fire department.

Once an emergency Incident Commander arrives (fire department), it is critical to follow the instructions of, and cooperate with, the Incident Commander who has jurisdiction at the scene.

II. RESPONSIBILITIES

A. Incident Commander/Site Director

- Call or direct staff to call 9-1-1 to confirm the alarm is active, identify the school name and location, provide exact location of the fire or smoke, if any staff or learners are injured, state the building is being evacuated and identify the location of the school command post.

- Activate an EVACUATION.
- Ensure that staff, learners and visitors immediately evacuate the building using prescribed routes or alternate routes due to building debris to the assembly areas. Assembly areas may need to be relocated because of the building collapse or unsafe areas from the fire.
- Notify the Leadership Support Team and institute communications plan.
- Direct office staff to take the visitor log, learner sign-out sheet and the critical incident response documents, floor plans, information, items, supplies to the designated school command post.
- Designate staff to obtain learner roster from facilitators and identify any missing learners, staff and visitors.
- Upon consultation with Leadership Support Team, fire department and law enforcement officials, and if necessary due to unsafe conditions, direct an off-site evacuation to a designated primary relocation center.
- If relocation occurs, activate FAMILY REUNIFICATION.
- If relocation is not necessary, provide information on plan to return to the building and resumption of normal operations.
- Do not allow staff and learners to return to the building until the fire department or emergency Incident Commander with jurisdiction over the scene has determined that it is safe to do so and given the “All Clear.”
- Notify staff of the status of the emergency, if they can return to the building and when normal operations can resume.

B. Facilitators

- Take the class roster and first-aid kit and any other supplies or resources relevant to the incident and lead learners as quickly and quietly as possible out of the building to the designated assembly area(s).
- Use alternate escape routes if the regular route is blocked or there is a safety hazard.
- Assist or designate others to assist learners with functional needs.
- Turn out the lights upon exiting the learning area as possible and confirm all learners and personnel are out of the learning area or classroom.
- Take attendance at the assembly area. Report any missing learners or staff members and/or any injuries to the Site Director and/or Emergency Incident Commander at the scene.
- Keep class together and wait for further instructions.
- Remain in safe area until the “All Clear” signal has been issued.
- No one may re-enter building(s) until it is declared safe by the fire department.

II. Recovery AND Mitigation

After the safety and status of staff and learners have been assured and emergency conditions have abated, staff, facilitators and school officials will assemble to support the restoration of the school's educational programs. Defining mission-critical operations and staffing this effort is the starting point for the recovery process. Collecting and disseminating information will also facilitate the recovery process.

Colorado Skies Academy will designate appropriate personnel and collaborate with external resources to work in teams to accomplish the following:

- Conduct a comprehensive assessment of the physical and operational recovery needs.
- Assess physical security, data access and all other critical services (e.g., plumbing, electrical).
- Examine critical information technology assets and personnel resources and determine the impact on the school operations for each asset and resource that is unavailable or damaged.
- Document damaged facilities, lost equipment and resources and special personnel expenses that will be required for insurance claims and requests for state and federal assistance.
- Identify recordkeeping requirements and sources of financial aid for state and federal disaster assistance.
- Provide detailed facilities data to the leadership support team so that it can estimate temporary space reallocation needs and strategies.
- Arrange for ongoing status reports during the recovery activities to: a) estimate when the educational program can be fully operational; and b) identify special facility, equipment and personnel issues or resources that will facilitate the resumption of classes.
- Educate school personnel, learners and parents/guardians on available crisis counseling services.
- Establish absentee policies for facilitators/learners after an incident.
- Establish an agreement with mental health organizations to provide counseling to learners and their families after an incident.
- Develop alternative teaching methods for learners unable to return immediately to classes: correspondence classes, videoconferencing, tele group tutoring, etc.
- Create a plan for conducting classes when facilities are damaged (e.g., alternative sites, half-day sessions, portable classrooms).
- Get stakeholder input on prevention and mitigation measures that can be incorporated into short-term and long-term recovery plans.

Administration, Finance and Logistics

B. Agreements and Contracts

If school's resources prove to be inadequate during an incident, Colorado Skies Academy will request assistance from local emergency services, other agencies and the school community in accordance with existing mutual aid agreements and contracts. Such assistance includes equipment, supplies and/or personnel. All agreements entered into by authorized school officials should be in writing.

C. Recordkeeping

1. Administrative Controls

Colorado Skies Academy is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support incident management operations. These administrative controls will be done in accordance with established local fiscal policies and standard cost accounting procedures.

2. Activity Logs

Staff assigned within the School will maintain accurate logs recording key incident management activities, including:

- Activation or deactivation of incident policies, procedures and resources.
- Significant changes in the incident situation.
- Major commitments of resources or requests for additional resources from external sources.
- Issuance of protective action recommendations to the staff and learners.
- Evacuations.
- Casualties.
- Containment or termination of the incident.

D. Incident Costs

School Finance and Administration staff is responsible for maintaining records summarizing the use of personnel, equipment and supplies to obtain an estimate of annual incident response costs that can be used in preparing future school budgets. The detailed records of costs for incident management and operations include:

- Personnel costs, especially overtime costs.
- Equipment operations cost.
- Costs for leased or rented equipment.

- Costs for contract services to support incident management operations.
- Costs of specialized supplies expended for incident management operations.

These records may be used to recover costs from the responsible party or insurers, or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

E. Preservation of Records

In order to continue normal school operations following an incident, vital records must be protected. These include legal documents and learner files as well as property and tax records. The principle causes of damage to records are fire and water. Essential records should be protected and are maintained within the physical binder that this plan is kept in as well as electronically in the Google Drive.

Continuity of Operations Plan (CO OP)

I. PURPOSE

The purpose of a Continuity of Operations Plan (CO OP) is to ensure that the Colorado Skies Academy has procedures in place to maintain and/or rapidly resume essential operations after an incident has disrupted normal school operations, activities or services. CO OP is critical to safety planning and a good business practice. The School EOP anticipates a full range of potential incidents that could cause a temporary interruption of school operations to a complete shut-down of the school, requiring suspension of non-essential functions and/or relocation of essential functions to an alternative site for some period of time. A goal is to provide full operational capacity for essential functions within 12 hours after activation of CO OP and sustain these functions for up to 30 days.

II. RESPONSIBILITIES

Delegation of authority and management responsibilities should be determined by School officials prior to an incident. CO OP procedures should address responsibilities before, during and after an incident. Safety of learners and school personnel is the first consideration. Strong internal and external communications systems and partnerships with appropriate organizations, contractors and providers of services should be developed so that resources are readily available if needed. Legal counsel should review delegations of authority to identify and address any possible legal restrictions.

Designated school personnel, in conjunction with the Site Director/School Decision-Maker, who will perform the essential functions listed in Table 2 on next page.

Table 2: Essential Functions Performed by CO OP Personnel

<p>Site Director</p>	<ul style="list-style-type: none"> ● Determine when to close schools, and/or send learners/staff to alternate locations. ● Disseminate information internally to learners and staff. ● Communicate with parents/guardians, media, and the larger school community. ● Identify a line of succession, including who is responsible for restoring business functions of the school.
<p>Site Director/Leadership Resident and/or Department Heads</p>	<ul style="list-style-type: none"> ● Ensure systems are in place for rapid contract execution after an incident. ● Identify relocation areas for classrooms and administrative operations. ● Create a system for registering learners (out of district or into alternative schools). ● Brief and train staff regarding their additional responsibilities. ● Secure and provide needed personnel, equipment and supplies, facilities, resources, and services required for continued operations. ● Identify strategies to continue teaching (e.g., using the Internet, providing tutors for homebound learners, rearranging tests). ● Reevaluate the curriculum.
<p>Custodians/Maintenance Personnel</p>	<ul style="list-style-type: none"> ● Work with local government officials to determine when it is safe for learners and staff to return to the school buildings and grounds. ● Manage the restoration of school buildings and grounds (debris removal, repairing, repainting and/or re-landscaping).
<p>School Secretary/Office Staff</p>	<ul style="list-style-type: none"> ● Maintain inventory. ● Maintain essential records (and copies of records) including school's insurance policy. ● Ensure redundancy of records (records are kept at a different physical location). ● Secure classroom equipment, books, and materials. ● Restore administrative and record-keeping functions such as payroll, accounting and personnel records. ● Retrieve, collect, and maintain personnel data. ● Provide accounts payable and cash management services.
<p>Counselors, Social Workers, and School Nurses/Health Assistants</p>	<ul style="list-style-type: none"> ● Establish academic and support services for learners and staff/faculty. ● Implement additional response and recovery activities

	according to established protocols.
Food Service/Cafeteria/ Bus Drivers	<ul style="list-style-type: none"> • Determine how transportation and food services will resume.

III. SPECIFIC PROCEDURES

A. Activation and Relocation

The Site Director/School Decision-Maker will determine when to activate and implement CO OP procedures and/or to relocate operations to an alternate site. Authority for activation may be delegated. The Site Director/School Decision-Maker will activate CO OP procedures whenever it is determined the school is not suitable for safe occupancy or functional operation. The district office will be notified and provided information and details regarding a relocation of operations.

B. Alert, Notification, and Implementation Process

The Site Director/School Decision-Maker will activate the School EOP communication plan (telephone tree, cell phone, text message, hot-line, automated notification system, etc.) to notify learners and school personnel of CO OP activation and provide situation information, as available. Parents/guardians will also be alerted and notified of CO OP activation and as important information becomes available.

C. Relocation Sites

The Site Director/School Decision-Maker will identify relocation sites to maintain and/or restore operations and essential functions disrupted by an incident. CSA should have more than one potential relocation site. One site should be accessed by walking, if appropriate, and other site(s) by transportation services. Sites must have reliable logistical support, services, and infrastructure systems that can sustain operations for up to 30 days. Consideration should also be given to essential functions or services that can be conducted from a remote location in addition to a predetermined alternative facility.

D. Alternate Facilities

For estimated short-term (2-14 days) payroll and personnel operations, the alternative facility will be Home Offices.

For a longer term relocation of operations and essential functions, alternative facilities are listed below:

This Primary Facility	Will be replaced by this Alternate Facility	Street Address	Contact Information
Personnel/Admin Offices	Home Offices	Varies	N/A
School Building	Unknown at this time		

For each alternate facility, the essential resources, equipment, and software that will be necessary for resumption of operations at the site will be identified and plans developed for securing those resources. IT systems available at the site will need to be tested for compatibility with school’s backup data.

E. Interoperable Communications/Backup Sites

As noted above, Home Offices will be used as a temporary alternate site for short-term disruptions involving payroll and personnel actions.

With a longer term and/or more comprehensive incapacity of the building, alternate relocation sites are being researched and will be added to this plan once determined.

Vital Records and Retention File

Vital records are archived and/or retained on backup data systems stored on cloud-based servers. Vital records are electronic and hardcopy documents that are needed to support the essential functions and operations of a school, including legal and financial records, such as personnel and learner records; payroll records; insurance records; and contract documents.

F. Human Capital Management

School personnel responsible for essential functions should be cross-trained to ensure effective implementation of Continuity of Operations procedures:(CO OP)

- All CO OP designated personnel as well as facilitators will undergo annual training on executing CO OP procedures. Training will be designed to inform each participant of his/her responsibilities (and those of others) during implementation of CO OP procedures. It is essential that all employees have a clear understanding of what they are supposed to do. Training should include specific protocols for identifying and assisting employees with disabilities.

- Designated CO OP personnel will participate in exercises to test academic, physical, and business systems. Training will include testing the information technology (IT) systems and backup data including testing of offsite backup system data and IT operating systems.
- All school personnel need to be informed of when they are expected to be ready to go back to work and/or if they are being recalled to support school CO OP efforts.

G. Reconstitution

In most instances of CO OP implementation, reconstitution will be a reverse execution of those duties and procedures listed above, including:

- Inform staff that the threat or incident no longer exists, and provide instructions for the resumption of normal operations.
- Supervise an orderly return to the school building.
- Conduct an after-action review of CO OP operations and effectiveness of plans and procedures.

VII. PLAN ADMINISTRATION

A. Approval and Dissemination of the Plan

In developing the emergency management plan for each building, the administrator must involve community law enforcement, fire, and safety officials, parents of learners who are assigned to the building and facilitators and employees who are assigned to the building as described in R.C. 3313.536. The emergency management plan should clearly identify the latest revision date and the signature of individuals involved in its creation and/or revision.

B. Review and Updates to the Plan

In order to remain in compliance with EC 32282, the administrator shall update the comprehensive emergency management plan at least once every three years and the floor plans whenever a major modification to the building requires changes in the procedures outlined in the plan. The board should, however, ensure an update to the plan is filed with ODE whenever any critical information in the plan changes. Each update or change to the plan will be tracked. The record of changes will include: the change number, the date of the change and the name of the person who made the change.

To ensure timely updates to the School EOP, the administrator has established a schedule for an annual review of planning documents. The basic plan and its annexes will be reviewed at least once per year by school officials and local emergency management agencies and others deemed appropriate by school administration.

The School EOP will be updated based upon changes in information; deficiencies identified during incident management activities and exercises; and when changes in threat hazards, resources and capabilities or school structure occur. Whenever the School EOP is updated, an updated copy shall be filed with ODE, to be made available to first responders, as well as distributed in accordance with the guidelines stated above.

C. Training and Exercising the Plan

Colorado Skies Academy understands the importance of training, drills, and table top exercises in maintaining and planning for an incident. Colorado Skies Academy will conduct an annual emergency management test that includes relevant outside partners and contains at least one test of an annex or procedure contained in the plan on or before October 1st of each year this plan is in effect. School officials will coordinate training efforts with guidance from the Local County Emergency Management Agency.

To ensure that school personnel and community emergency responders are aware of their duties and responsibilities under the school plan and the most current procedures, basic training and refresher training sessions will be conducted annually in August for all appropriate school personnel in coordination with local fire, law enforcement and emergency managers.

School EOP training includes:

- Hazard and incident awareness training for all staff during August before the school year starts.
- Orientation to the School EOP provided to all staff during August training.
- First-aid and CPR for all staff provided by local resources such as Red Cross or Fire Department.
- Team training to address specific incident response or recovery activities such as, Family Reunification.
- Two online FEMA courses: ICS 100 sca and IS-700 to be taken, with documentation, by Site Director, Front Office Administrator and Regional Director. Both courses are available for free at FEMA's Emergency Management Institute:
<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-100.SCa>
<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-100.b>
<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-700.a>

D. Emergency Preparedness

Colorado Skies Academy will maintain a constant state of preparedness and readiness in the event that an incident or emergency occurs at the school. As part of our preparedness, Colorado Skies Academy will conduct drills and exercises. The purpose of these drills and exercises is to test the procedures identified in the School EOP and to ensure that administration, staff, faculty, and learners are familiar with the specific actions required in the School EOP. At a minimum, Colorado Skies Academy will conduct the drills identified in 32282 EC in accordance with all statutory requirements. The school will also conduct an annual emergency management test in accordance with 32282 EC. This annual test will be coordinated with local first responder agencies and relevant persons to meet the statutory requirements. Documentation of the emergency management test and all drills will be kept as required by law.

All Colorado Skies Academy staff members are encouraged to develop personal and family emergency plans and maintain a personal level of preparedness. Each family should anticipate that a staff member may be required to remain at school following a catastrophic event. Knowing that the family is prepared and can handle the situation will enable school staff to do their jobs more effectively.

SCHOOL SAFETY PLANNING GLOSSARY

Hazards: Hazards shall include situations involving threats of harm to learners, personnel and/or facilities. Hazards include, but are not limited to, natural, technological and human-caused incidents. Hazards may require an interagency response involving law enforcement and/or emergency services agencies, depending on the size and scope of the incident.

Incident: An incident is an occurrence – natural, technological, or human-caused – that requires a response to protect life or property.

Incident Command System (ICS): The response infrastructure designed under the National Incident Management System (NIMS) to facilitate effective and efficient management of an incident by (1) identifying key team roles and functions; (2) assessing staff skills; (3) pre-designating staff for each ICS function (command, operations, planning, logistics, finance/administration); (4) coordinating with community partners; and (5) providing for transfer or command and backup of resources.

Incident Commander: The individual responsible for overall policy, direction and coordination of the emergency response effort. Usually this will be the local emergency official on site who has legal jurisdiction over the incident.

Key Knox Box: A Key Knox Box is a device where emergency keys to all parts of the school facility are stored.

Keyholder: The school should identify the individual with access to keys to all parts of the school facility in the event of a critical incident or hazard. This individual should be reachable at the telephone number listed in the event of an emergency.

Lockdown: The initial physical response to provide a time barrier. Lockdown is not a stand-alone defensive strategy. When securing in place this procedure should involve barricading the door and readying a plan of evacuation or counter tactics should the need arise.

National Incident Management System (NIMS): A set of principles that provides a systematic, proactive approach guiding government agencies, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity, to reduce the loss of life or property and harm to the environment. This system ensures that those involved in an incident understand their roles and have the tools they need to be effective.

School Decision Maker: The school should identify the individual at the building level, usually the Site Director, who is authorized to make decisions for the school in the event of a critical incident or hazard. This individual should be reachable at the telephone number listed in the event of an emergency. The School Decision Maker may or may not serve as the Incident Commander during a critical incident or emergency.

School Incident Commander: The school official who has been designated by the School Decision Maker, if not the same, who is authorized to make decisions for the school in the event of a critical incident or hazard. The School Incident Commander/Site Director may transfer command to someone such as law enforcement, fire, or other safety officials who assumes control of the incident. The School Incident Commander will usually continue to operate within the overall ICS structure.

Secondary School Decision Maker: The school should identify a secondary individual who is authorized to make decisions for the school in the event that the primary school decision maker is not available during an emergency situation. This individual should be reachable at the telephone number listed in the event of an emergency. The Secondary School Decision Maker may or may not serve as the Incident Commander during a critical incident or emergency.

SCHOOL SAFETY AUTHORITIES AND REFERENCES

- Homeland Security Act of 2002, PL 107-296 (Nov. 25, 2002).
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707 (Nov. 23, 1988), amending the Disaster Relief Act of 1974, PL 93-288.
- NIMS, Department of Homeland Security, FEMA:
<http://www.fema.gov/national-incident-management-system>.
- NIMS, Department of Homeland Security, FEMA: IS-700 National Incident Management System (NIMS) an Introduction:
<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-700.a>.
- Homeland Security Presidential Directive No. 5 (2003).
- CA Education Code 32282, School Emergency Management Plans.
- drills and tornado safety precautions.
- FEMA: IS-100 Introduction to Incident Command System:
<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-100.b>.
- FEMA: IS-100 SCA Introduction to ICS for Schools:
<http://training.fema.gov/em1web/is/courseoverview.aspx?code=is-100SCa>
- Illinois School Emergency and Crisis Response Plan:
<http://www.isbe.net/safety/guide.htm>.
- FEMA All-Hazards Training Document:
<http://training.fema.gov/EMIWeb/emischool/EL361Toolkit/assets/SamplePlan.pdf>
- Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g;34 CFR Part99)
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191, 110 Stat. 1936, enacted 21 August 1996)

Colorado SKIES Academy Emergency Operations Plan

School Emergency Operation Plan

School Site Special Assignments:

A: Assembly Area Supervisors:

Name: _____ Area of Supervision:

1:

2:

3:

B: Command Post Team:

_____ 1:

2:

3:

C: Media Relations

1:

D: First Aid Team

1:

2:

3:

4:

E: Sweep Team

1:

2:

3:

4:

Bomb Threat Checklist

To be completed by person receiving the call

CALL RECEIVED BY: _____ Date: _____ Time: _____

REMAIN CALM! Notify other staff by prearranged signal while caller is on the line. Listen.

Do not interrupt the caller except to ask:

1. What time is the bomb set for? _____

2. Where has it been placed? _____

3. What does it look like? _____

4. Why are you doing this? _____

5. Who are you? _____

List words used by caller _____

Description of the caller: Male Female Estimated age of caller: _____

Voice characteristics: Loud Soft Deep High Pitched

Raspy Pleasant Intoxicated Nasal

Other: _____

Manner: Calm Coherent Emotional Accent: Local Angry Irrational

Incoherent Deliberate Righteous Laughing Excited Crying Foreign

Other: _____

Background Noises: Airplane Animals Industrial Machines Static Motors

Office Machines Quiet Music Party Scene Street Traffic Trains PA System

TV Voices Other: _____

Emergency Phone Numbers

In the Case of any emergency, always call 911

Local Police/Sheriff's Department.....	(303) 773-2525
Local Fire Department.....	(720)989-2000
Local Hospital/Medical Center	(303)699-3000
(Electricity).....	(800)895-2929
Gas Company	(800)895-2929
Water Company	(303) 762-2635
Department Of Child and Family Services.....	(720)944-4347
Poison Control.....	(800)222-1222
Local Red Cross.....	(303)722-7474

BUILDING EVACUATION DUE TO BOMB THREAT

Dear Colorado Skies Academy Families,

Colorado Skies Academy is dedicated to maintaining a strong partnership with our families, in our effort to provide the very best education for learners. Key to that partnership is open communication. For this reason, I want to make you aware of the facts surrounding the building evacuation that occurred today.

We received a bomb threat today, and always take any threat to the safety of the Learners and Staff seriously. We involved law enforcement immediately and put our evacuation procedures in motion. We evacuated all learners and accounted for each and every one safely.

Once the building had been carefully checked and cleared, we re-entered and resumed our school day. We practice safety procedures regularly, and we are very pleased with how smoothly we were able to evacuate and with our ability to account quickly for the safety of everyone in our charge.

Our Learners behaved admirably, which made it possible for us to do our jobs efficiently, for us to re-enter the building calmly, and for us to resume the teaching and learning for which we are here. Please commend your child for his/her excellent behavior during the exercise, and if you have any further questions, do not hesitate to give us a call.

Sincerely,

Dear Colorado Skies Academy Families,

At Colorado Skies Academy, emphasis is placed on safety in every area of School. That includes communicating accurate information to you which may involve issues of safety. We want to inform you of an incident that occurred today.

Today (date and time) a fire was started in the (*location*) and was quickly and safely extinguished. I am proud to report that our Learners and Facilitators knew exactly how to respond by following our Emergency Fire Procedures. Thanks to your Learners' cooperation and the quick response by our staff, there were no injuries, and no damage was done to our facilities.

I'd like to take this opportunity to ask for your assistance in stressing fire safety. Please remind your Learners of the dangers of fire and review home safety precautions. We will continue to do the same at school.

We want you to be aware as we partner with you for the safety of your child. Thank you for entrusting your child to our care. Please contact me should you have questions.

Sincerely,

Sample Emergency Letters

LOCKDOWN

Dear Colorado Skies Academy Families

Colorado Skies Academy is dedicated to maintaining a strong partnership with our families, in our effort to provide the very best education for learners. Key to that partnership is open communication. For this reason, I want to make you aware of the facts surrounding the lockdown which occurred today.

Today (date and time) we received notification from the local Law Enforcement agency of an emergency surrounding the site. As always we take any threat to the safety of the Learners and Staff seriously. Due to the nature of the emergency, and after advisement from Law enforcement officials, we determined it would be in the best interest of the Learners and Staff to initiate our lockdown procedures. All Learners were safely locked down in a secure and supervised space. We had assigned personnel along with Law Enforcement monitor the perimeter of the campus and insure our campus remained secure.

At (time) Law Enforcement informed us it was safe to continue our normal operations. We advised our staff to return to normal duties and the surrounding area was reported as all clear. We continued to have staff monitor the perimeter of the site and report any suspicious behavior or concerns they observed. The remainder of the day continued without any concerns.

Our Learners behaved admirably, which made it possible for us to do our jobs efficiently, and for us to resume the teaching and learning for which we are here. Please commend your child for his/her excellent behavior during the exercise, and if you have any further questions, do not hesitate to give us a call.

Sincerely,

Attachment F

Waivers – document begins on the next page

Waivers

Colorado Skies Academy respectfully requests the following waivers from the Cherry Creek School District:

Section B: School Board Governance and Operations

BDF Advisory Committees

CSA will develop a Board Member Agreement that does not coincide with Cherry Creek School District policies that can specifically be waived.

Section C: General School Administration

CFBA Evaluation of Evaluators

CHA Regulations

CHCA Handbook and Directives

The School will establish relevant criteria for recruitment and hiring of administrative staff, while complying with applicable laws protecting employee rights and equal protection provisions. In conjunction with the Director, the CSA Board will assign staff to positions where they can best contribute to the school's educational mission.

Section D: Fiscal Management

DB Annual Budget

DBG Budget Adoption

DBI Budget Implementation

DG Authorized Signatures and Check writing

DJ Purchasing/Purchasing Authority

DJF Purchasing Materials and Supplies

DKC Expense Authorization/Reimbursement

DN School Properties Disposition

The contract between the Cherry Creek School District School Board and the School will set forth the timeline for budget negotiations. The budget as agreed upon shall be managed by the CSA and Board of Directors. The School will establish its own business practices. All equipment the school purchases will be purchased and sold with guidelines established by the School.

Section E: Support Services

EBCE School Closings and Cancellations

EEA Student Transportation

EEA-R Bus Scheduling and Routing

EEHA-R Student Transportation in School District-Owned Small Vehicles

EF Food Services

EFC Food Services
EFC-R Free and Reduced Price Food Service

The School will not provide transportation for its students. Transportation will be provided by parents. The School may elect to provide this service in the future, or to contract with the District for transportation services for field trips or other special events. The school does expect to offer sack lunches as part of the District's Free and Reduced Lunch program. Students who qualify in accordance with District qualification standards will receive lunch either free or at a reduced cost. Care will be taken to protect the confidentiality of the students in the program and the sack lunches will also be available to other students who wish to purchase them at cost.

Section F: Facilities

FF/FF-R Public Dedication of New Facilities/ Naming Facilities

Section G: Personnel

4581 Work Year/ Hours/Wages/Overtime
4855.1 Sick Leave Bank Application 4855.2 - Sick Leave Bank Request Form
4855.3 Sick Leave Bank Request to Terminate
4870 Salary
4870.1 Student Achievement for Mental Health Employees at Maximum
4870.3 Special Professional Growth Plan- 105 Percent
4871 Employee's Work Year, Working Hours and Working Schedule
4871 School Closure
4872 Insurance Benefits
4873 Leaves of Absence Paid and Non Paid
4873.2 Accumulated Sick Leave Compensation Application
4873.7 General Leave Request and Verification Form
4874 Transfer
4874.1 Reassignment
4874.2 Voluntary Reassignment
4877 Evaluation
4878 Grievance Procedures
4878.1 Level One or Two (Complaint by Aggrieved Person)
4879 Negotiated Policy
4880 Professional Growth
4880.1 Professional Growth
4880.2 Professional Growth-Original Plan
4880.3 Professional Growth- Revised Plan
4880.4 Request for Horizontal Advancement
4881.1 Retirement Application and Agreement
4890 Reduction in Force
4901 Compensation and Related Benefits
4901.2 Sick Leave Bank

4905	Sick Leave Bank/ Sick Leave Bank Application
4905.2	Sick Leave Bank Request Form
4905.3	Leave Bank Request to Terminate Membership

Compensation and employment terms will be established and approved by the CSA Board. All staff employed by the school will be considered "at will" employees in the sense that either the employee or the School will be able to terminate employment, with or without cause, provided two weeks' notice is given. The School will determine its own school calendar and workday schedules. The School will determine its own staffing needs and recruitment and hiring procedures. The School will enact its own salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of PERA. The School will adopt policies which comply with all pertinent federal laws and which specify and ensure rights, privileges, and protections for its employees, including a safe, tobacco, drug and alcohol free work environment.

Section I: Instruction

IC	School Year/School Calendar/Instructional Time
ICC	Four-Track, Year-Round School (Elementary)
IFC	Multiculturalism
IGA	Curriculum Development
IHA	Basic Instructional Program
IHAM	Health Education
IHBF	Homebound Instruction-Home Hospital
IHBF-R	Homebound Instruction-Home Hospital
IHBG	Home Schooling
IHCA	Summer School
IHCB-R	Travel Study
IIB	Class Size
IJ	Instructional Resources and Materials
IJJ	Textbook Select and Adoption
IJK	Supplementary Material Selection and Adoption
IJL	Library Material Selection Policy
IJND	Technology Resources
IJNDA	Online Instruction
IJOC	School Volunteers
IKA	Assessment and Evaluation of Student Performance Improvement
IKA-R	Parent/Guardian Request for Exemption
IKB	Homework
IKE	Promotion, Retention and Acceleration of Students
IMA	Teaching Methods
IMB	Teaching about Controversial/Sensitive Issues
IMB-R	Teaching about Controversial/Sensitive Issues

Pursuant to statutory authority, the School will design its own educational program and curriculum. Materials will be approved by the CSA Board. Curriculum design, implementation and review will be an ongoing process. The School will work with the District to ensure the content standards of its curriculum meet or exceed those of the District. The School may wish to develop alternative assessments to those the District employs. In addition, the School reserves the right to determine policies concerning field trips, volunteers, parent and staff conferences, etc.

Section J: Students

JC	School Attendance Areas
JCA-R	Assignment of Students to School
JF/JF-R	Admission and Denial of Admission
JFAB thru JFABD-R	Admission of Students
JGA-R	Assignment of New Students to Classes and Grade Levels
JH	Student Absences and Excuses
JHB	Unexcused Absences/ Truancy
JHB-R	Attendance Review Process
JICAB	Student Dress
JICH	Alcohol and Other Drug Use by Students
JICH-R	Alcohol and Other Drug Use by Students
JICHA	Use of Tobacco by Students
JICI	Weapons in School
JII/JII-R	Student Concerns, Complaints and Grievances
JK	Student Discipline
JKD-1	Suspension or Expulsion of Students
JKD 1-E	Suspension or Expulsion of Students
JKD 1-R	Suspension or Expulsion of Students

CSA has established its own enrollment and withdrawal policies consistent with the Charter School Act. Non-resident students will be allowed to enroll, subject to the School's deadline and space availability. The School reserves the right to establish its own student dress code and discipline procedures, except that the School will not use corporal punishment.

Section K: School-Community-Home Relations

KE	Public Concerns and Complaints
KEB	Public Concerns/Complaints about Personnel
KEC	Public Complain about Instructional Resource Method
KEC-E	Public Concerns/Complaints Instructional Resources (Citizens Request Form)
KEF	Public Concern/ Complaints about Teaching Methods, Activities or Presentations
KEF-E	Public Concern/ Complaints about Teaching Methods (Form)
KH	Public Solicitation in Schools
KH-R	Charitable Solicitations in Schools
KHC	Distribution/Posting of Promotional Material

KHC-R Distribution/Posting of Promotional Material

CSA will establish its own policies concerning fundraising and advertising activities. The CSA Board will hear and handle all parental complaints about the school's academic program and instructional resources.

Attachment G

Maker Learning Network Contract – document begins on the next page



**AMENDED AND RESTATED
EDUCATION AND SUPPORT SERVICES AGREEMENT
BETWEEN MAKER LEARNING NETWORK (FORMERLY ILEAD SCHOOLS
DEVELOPMENT)
AND COLORADO SKIES ACADEMY**



This Education and Support Services Agreement (“*Agreement*”) is entered into as of December 7, 2020 by and between Maker Learning Network (formerly iLEAD Schools Development), a California nonprofit public benefit corporation (“*MLN*”) and Colorado Skies Academy, a Colorado nonprofit corporation and public charter school (“*School*”). MLN and School may each be referred to herein as a “*Party*” or collectively as the “*Parties*” to this Agreement.

WHEREAS, MLN is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3) and provides educational and administrative support to public charter schools. MLN has expertise in providing educational services to project based learning schools using the Maker Method.

WHEREAS, School is authorized by Cherry Creek School District No. 5 (“*District*”) to operate a Colorado public charter school for an initial term of four (4) years, from July 1, 2019 through June 30, 2023, pursuant to a Charter School Contract with the District dated March 12, 2019 (“*Charter*”).

WHEREAS, the Charter provides that the School will contract for educational and administrative support services subject to certain terms and conditions contained herein.

WHEREAS, subject to the terms and conditions contained in the Charter and in this Agreement, School now desires to contract with MLN for educational and administrative support services.

WHEREAS, MLN owns intellectual property and curriculum for use in project based learning schools using the Maker Method, which School seeks to use in its charter school.

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the Charter, that the School will request that the District review this Agreement prior to execution pursuant to the terms of the Charter, and that this Agreement provides for MLN to deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties and Scope of Authority. The relationship created by this Agreement between the Parties is that of an independent contractor, not a partnership, joint venture, or employment relationship. Under this Agreement, MLN will deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

- a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing operation of the School. The governing body of the School, and not MLN, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring School adheres to all applicable law and is accountable to the District pursuant to the Charter.

- b. School shall at all times remain an independent, self-governing public body that shall comply with the Colorado Sunshine Law.
- c. To the extent not otherwise specified as a duty of MLN pursuant to the scope of Services, all duties applicable to the proper operation of School and maintenance of applicable academic standards shall remain the duty of School.
- d. This Agreement does not restrict the governing body of the School from waiving its governmental immunity or require the governing body of the School to assert, waive or not waive its governmental immunity pursuant to Colorado law.
- e. The School's treasurer shall retain its legal obligation to direct that the deposit of all funds received by the School be placed in the School's account pursuant to Colorado law.
- f. School shall pay for an annual audit of School to be conducted in compliance with Colorado law and regulations, and showing the manner in which funds are spent at and on behalf of School. The annual audit shall be performed by an independent certified public accountant selected and retained by the governing body of the School, and not MLN. MLN may help to identify the certified public accountant pursuant to the scope of Services.
- g. While MLN may make recommendations to the governing body of the School regarding any arrangements for legal services for School pursuant to the scope of Services, School and its governing body shall hire legal counsel as School may deem appropriate and necessary.
- h. MLN will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside MLN's and/or School's reasonable control or would require MLN or School to violate applicable law.
- i. MLN will provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that MLN is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).
- j. Nothing in this Agreement shall be construed in any way to limit the authority of the District or any other regulatory body, including, but not limited to, the authority of the District to take and enforce action against School pursuant to applicable law.

2. Independent Contractor. Nothing in this Agreement shall confer upon any MLN or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

- a. All MLN employees providing services to School shall be and remain employed by MLN and shall at all times be subject to the direction, supervision and control of MLN. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.
- b. School shall not have any right to terminate the employment of any MLN employee providing services to the School. MLN shall not have any right to terminate the employment of any School employee.

- c. The Parties understand and acknowledge that any co-employment of MLN and School employees is prohibited by the Charter, and MLN shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School may consult with MLN and MLN will assist on said matters pursuant to the scope of Services.

3. Services Provided by MLN. During the term of this Agreement, MLN shall provide to School the services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the “*Services*”). MLN is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. MLN reserves the right to sub-contract with a third party for the provision of any of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the annual fee commensurately pursuant to Section 5.e., if necessary, and MLN shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

4. Term.

- a. The term of this Agreement shall commence as of August 1, 2020 and continue through June 30, 2021. This Agreement may be renewed for additional one-year terms upon mutual written agreement of the Parties; provided, however, the maximum term of this Agreement shall in no event exceed the term of the School’s Charter and shall be subject to the annual performance evaluation described in Section 7 and annual fee review in Section 5.d. herein.
- b. If by June 20 of any given fiscal year, the parties have not agreed to a renewal of this Agreement for the next succeeding fiscal year, either party may give written notice to the other party that it desires to extend the term on a month-to-month basis while negotiations continue. If the party receiving such notice does not respond to the notice by June 30, the Agreement shall terminate on that June 30. If the party receiving the notice does agree to continue negotiations, it shall provide a written counter-notice to the other party before June 30. If such counter-notice is provided, the Term shall then be extended on a month-to-month basis, and either party may terminate the Agreement on one-month’s written notice to the other party. During any month in which the Agreement is extended on a month-to-month basis, the fee for services for that month shall be one-twelfth of the fee charged in the previous fiscal year. All notices provided for in this subsection 4(b) shall be by email. The party sending any email as notice shall be responsible for ensuring confirmation of receipt of the email.

5. Annual Fee.

- a. As compensation for the Services, School shall pay MLN an annual fee that is equal to the higher of: (i) fifteen percent (15%) of the School’s Funded Enrollment Revenue (as defined below); or (ii) \$165,000.
- b. The annual fee shall be estimated prior to the beginning of each fiscal year of the School (July 1 to June 30) based on the School’s projected enrollment as of the next ensuing October count (as that term is used in the School Finance Act). The School shall pay this amount in twelve (12) equal monthly payments upon receipt of monthly invoices from MLN outlining the services performed and fees due. School shall submit payment to MLN

within twenty (20) calendar days after receipt of the invoice. On a regular basis, School will bring MLN's invoices to the governing body of the School to ratify.

- c. For the first seven months of each fiscal year (i.e., July 1 to January 31), the monthly fee paid by the School shall be based on the School's budget for that fiscal year that was adopted in the previous fiscal year. In February of each fiscal year, the Parties shall "true up" the monthly fee based on the School's actual enrollment and actual projected revenue based on the School's official enrollment count pursuant to the Colorado School Finance Act (usually known as the "October 1 count"). Any additional amount owed by the School, or any amount over-paid by the School, shall be paid and/or refunded as the case may be. Such payment/refund shall be amortized in the monthly payments due in the last five months of each fiscal year (i.e., February 1 to June 30), with one fifth of such amount paid/refunded each month during that five-month period. Any fee shall be adjusted proportionately for any mid-year funding rescission enacted by the Colorado General Assembly.
- d. In the event this Agreement is renewed, the annual fee shall be reviewed and renegotiated annually by the Parties.
- e. At any time during the term, MLN and School each reserve the right to propose adjustments to increase or decrease the annual fee (though in no event shall the fee be less than the minimum set forth in Section 5.a above) taking into account that MLN is a 501(c)(3) tax-exempt nonprofit services provider. The Parties shall negotiate any such adjustments in good faith, and any adjustment of the annual fee shall be documented in writing approved by both Parties' governing bodies.
- f. The term "Funded Enrollment Revenue" shall mean the School's "funded pupil count" multiplied by the "per pupil revenue" the School receives from the District in the applicable year plus the local mill levy override funds the School receives from the District in the applicable year. The terms "funded pupil count" and "per pupil revenue" shall have the meaning ascribed to them in the School Finance Act. The term "School Finance Act" shall mean the Colorado School Finance Act, C.R.S. § 22-54-101, *et seq.*, as amended from time to time.
- g. Both parties agree that it is essential to maintain the good standing of the Charter. The criteria for maintaining good standing include, but are not limited to, prudent financial management of the School by its governing body. Although the parties have negotiated fees in good faith that they believe represent a fair market value for the Services, due to the uncertainties related to enrollment projections and state funding rates, both parties agree that, **notwithstanding any other provision of this Agreement**, the compensation to MLN provided for herein shall never cause the School to (i) have an unbalanced budget in any fiscal year; or (ii) have inadequate cash flow to meet all of its actual and necessary expenses pursuant to state and federal law and the Charter. In any year in which the School cannot reach the aforementioned criteria, both parties intend that this provision will cause a reduction in the compensation to MLN otherwise provided for herein to an amount necessary to allow the School to meet these criteria. Should the School invoke the provisions of this Section 5.g, MLN shall have the right to terminate this Agreement without causing a breach, as further detailed in Section 13. This Section 5.g shall not be applicable if the reason the School either (i) has an unbalanced budget in any fiscal year; or (ii) has inadequate cash flow to meet all of its actual and necessary expenses pursuant to state and federal law and the Charter, is due to a material unbudgeted expenditure or

expenditures made by the School. In the event this Section 5.g is ever implemented thus causing MLN to forego part of its fee, the parties agree to negotiate in good faith to adjust MLN's fees in future years in such a manner to allow it to recoup the amount it was required to forego.

6. Costs. In addition to the annual fee, School shall reimburse MLN for direct "pass-through" costs and expenses incurred in performing the Services, including, but not limited to: equipment, materials, or supplies purchased at the request of or on behalf of the School; platform subscription fees (e.g. student information systems, learning management systems, and Google Suite services); travel (including mileage, airfare, lodging, meals, and ground transportation); filing or corporate fees; marketing and development costs (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by MLN at the request of or on behalf of the School.

- a. In the event that MLN purchases equipment, materials, or supplies at the request of or on behalf of the School, MLN shall comply with competitive bidding processes approved by the governing body of the School and shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that MLN purchases on behalf of the School shall be and remain the property of the School.
- b. Marketing and development costs charged to School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing and development of MLN.
- c. All reimbursable costs of MLN charged to School shall be itemized on MLN invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

7. Performance Evaluation. School shall annually review and evaluate MLN's performance under this Agreement in accordance with School policy. The performance evaluation shall be subject to Colorado disclosure laws, including but not limited to, the Open Records Act.

8. Cooperation. School shall make available to MLN, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for MLN to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with MLN to facilitate MLN's effective performance and delivery of the Services.

9. Non-Exclusive, Non-Transferable Intellectual Property License. MLN grants School a non-exclusive, non-transferable license, for so long as this Agreement shall remain in effect, to use "***Maker Method (formerly iLEAD Charters Design)***" and all related Proprietary Rights only in connection with School's operation of the Charter. The Maker Method (formerly iLEAD Charters Design) consists of the MLN learning environment and educational leadership design principles, including any related copyrights, patents, trademarks, trade secrets, technology, and intellectual property of any kind (the "***Proprietary Rights***"). The Parties acknowledge that MLN, together with other MLN organizations, has extensively invested in developing and improving the Maker Method (formerly iLEAD Charters Design) and Proprietary Rights and in marketing, refining, advertising, promoting, and publicizing it, all of which have become well and favorably known to the public throughout the United States and elsewhere, and as a result of such efforts, MLN has acquired a valuable goodwill therein. The non-exclusive, non-transferable license granted to School is subject to the following terms and conditions:

- a. School shall not have the right to grant a license, sublicense, or any other rights to the Maker Method (formerly iLEAD Charters Design) and any other part of the Proprietary Rights.
- b. The license and rights granted to School herein are subject to any limitations imposed by any applicable government grant or government contract entered into by MLN.
- c. School shall use the Maker Method (formerly iLEAD Charters Design) and Proprietary Rights only in the manner and for the duration expressly permitted in writing by MLN. School shall not acquire any interest in the Maker Method (formerly iLEAD Charters Design) or Proprietary Rights.
- d. School shall not utilize the Maker Method (formerly iLEAD Charters Design) or Proprietary Rights in any manner that would diminish their value or harm the reputation of MLN or any other MLN organization.
- e. Upon termination or expiration of this Agreement, School shall have no right to make any use whatsoever of the Maker Method (formerly iLEAD Charters Design) or Proprietary Rights.
- f. Notwithstanding the foregoing, School shall own all proprietary rights to curriculum or educational materials that: (1) are both directly developed and paid for by School; or (2) were developed by MLN at the direction of the governing body of the School with School funds dedicated for the specific purpose of developing such curriculum or materials.
- g. The Parties recognize that MLN's educational materials and teaching techniques provided to and used by the School pursuant to this Agreement are subject to Colorado state disclosure laws and the Open Records Act.

10. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

- a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party.
- b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the Colorado Open Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement)

provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

- c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the Colorado Open Records Act. All School records shall be physically or electronically available, upon School's request, at the School's physical location. Neither Party shall restrict the District's access to the School's records.
- d. The finance and other records of the School maintained by MLN shall be made available the School's independent auditor upon request.
- e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

11. Student Information. MLN and School will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy.

- a. To the extent necessary to perform the Services, MLN shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing MLN to access personally identifiable information from student education records from School in order to provide its services.
- b. MLN shall not use or disclose pupil records received from or on behalf of School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by School. MLN shall protect the pupil records it receives from or on behalf of School no less rigorously than it protects its own Confidential Information. MLN will designate and train responsible individuals to ensure the security and confidentiality of pupil records. MLN shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School.
- c. Upon the termination or expiration of this Agreement, protected student information in the possession of MLN shall be returned and/or destroyed.

12. Insurance.

- a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. School shall name MLN as an additional insured under all School's policies.
- b. MLN shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. MLN shall name School as an additional insured under all MLN's policies.

- c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.
- d. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of MLN.

13. Termination.

- a. With the exception of MLN's right to terminate pursuant to Section 5.g, either Party may terminate this Agreement without cause or a financial penalty upon written notice to the other Party, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School's operations.
- b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure. The notice and cure procedure set forth in this Section 13.b shall not apply to MLN's right to terminate this Agreement pursuant to Section 5.g.
- c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of School and MLN in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the statutory and/or regulatory changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.
- d. In the event of termination for any reason, the following conditions shall apply:
 - i. School shall pay MLN any due and unpaid portion of the annual fee and costs for Services performed by MLN until the effective date of termination.
 - ii. MLN shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse MLN for all reasonable expenses incurred by MLN in providing such transition assistance.
 - iii. As soon as practicable, MLN shall return to School and/or destroy, as appropriate, all student-related, fiscal, and other records of School maintained by MLN.

14. Liability. Each of the Parties shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

15. Indemnification. To the extent allowed by law, the Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the

performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party. Nothing herein shall be construed as a waiver of any part of the protections of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, and no such waiver is intended.

16. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

17. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

18. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation or arbitration.

19. Notice. All notices, requests, demands, or other communications (collectively “Notice”) given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party’s address set forth below. The Parties acknowledge that the School will change this address by written notice to MLN after the School opens at its permanent address.

To MLN: Maker Learning Network
 ATTN: Amer Kuric, Chief Strategy Officer
 3720 Sierra Hwy, Ste. A
 Acton, CA 93510
 Email: amer.kuric@makerlearning.net

To School: Colorado Skies Academy
 Attn: Principal
 13025 Wings Way
 Englewood, CO 80112
 Email: info@coloradoskiesacademy.org

20. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

21. Amendments. No supplement, modification, or amendment of this Agreement or the Services described in Attachment A shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the annual fee, if necessary. Such amendments may be negotiated directly by staff of School and MLN at any time, and shall be brought to the governing bodies of School and MLN respectively to approve or ratify.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties

with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, or to enter into a lease-purchase agreement or other financing relationships with MLN, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate MLN and continue operation of the School.

23. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

24. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

25. Severability. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.

26. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Colorado.

27. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

28. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

29. District Not a Party. MLN agrees and understands that it is entering into this Agreement solely and exclusively with the School, that the School has no authority to extend the faith and/or credit of the District to any third party or entity, that the School has no authority to enter into any contract that would bind the District, and that the District has no obligation or liability whatsoever under or in any way connected with this Agreement. MLN further agrees and understands that its rights and remedies under this Agreement may only be enforced with respect to the School and that it has no rights or remedies directly or indirectly under this Agreement with respect to the District.

Maker Learning Network (formerly iLEAD Schools Development), a California nonprofit public benefit corporation

Colorado Skies Academy, a Colorado nonprofit corporation

By: *Amer Kuric*
Name: Amer Kuric
Its: Chief Strategy Officer

By: *Christa Coryell*
Name: Christa Coryell
Its: Board President

ATTACHMENT A
DESCRIPTION OF MLN SERVICES

EDUCATIONAL SERVICES:

Instructional Services

- Curriculum materials and ongoing development of the English language arts program with the focus on early childhood literacy and a rigorous literacy program as well as reading and writing workshops for the middle school, Thinking Maps and other language arts elements.
- Curriculum materials and ongoing development of an engaging, meaningful and rigorous Math program with the focus on developing Math literacy through problem based learning, Math talks, Math Corner, integration of the math curriculum into projects, Thinking Maps and other math elements.
- Curriculum materials and ongoing development of STEAM (Science, Technology, Engineering, Arts and Math) program with the focus on Project-Based Learning through the engineering design process, best practices, Makers development, Exploratorium™ and transdisciplinary STEAM implementation through PBL.
- Project-Based Learning (“PBL”) implementation materials, guidance, and assistance, with the focus on PBL culture, design, assessments, best practices, academic rigor, development of standards, building PBL capacity as well as supporting elements for transitioning to a PBL school for learners and families.
- Social-Emotional Learning (“SEL”) implementation materials, guidance, and assistance, with the focus on academic and personal success, development of character, data analysis and assessments, balance in education, continued development of the SEL curriculum as well as Love & Logic™, Restorative Practices, and The 7 Habits of Highly Effective People.

Program Assessment

- Support School with implementation of regular formative benchmark assessments in core subject areas such as NWEA MAP testing, writing, literacy, as well as compliance with state-mandated assessments.
- Develop and assist School with implementation and sustainability of monthly data protocols with the key focus on utilization of the collected data in order to inform and aid in the improvement of the instructional program as well as individual learner achievement.
- Assess the program maturity levels related to the Individual Learning Plans, Learner-led Conferences and Project outcomes as well as audit of the culture, program implementation and resources both of which provide data for the School Director and the Board to monitor progress and set goals.
- MLN will regularly evaluate the instructional model implementation and fidelity at School, documenting and reporting on the model’s implementation for the governing body of the School and authorizing agency.

Other Educational Services

- Create protocols for developing, identifying and defining core values as well as assistance in creating conditions and tools for the development of the positive and supportive school culture.
- Advise and provide guidance to School in development, growth and maintenance of the School's extracurricular programs including sports, clubs and other groups.
- Advise and support the School leadership in the establishment and maintenance of support programs such as booster clubs and other parent support groups.
- Provide guidance and support to School leadership in the planning and development of School- and program-wide philanthropic fundraising efforts.

HUMAN RESOURCES:

Recruitment and Employee Services

- Support School in posting job descriptions and monitoring applications, assist School with identifying outlets and partnerships to recruit teachers and other staff, and conduct outreach to support the staffing needs of School.
- Provide support to School for candidate screening, support School with hiring decisions, and provide training, tools and support on effective recruitment and selection process.
- Assist School with verification or provision of background checks, TB tests as well as credential information, for employee candidates.
- Assist School with development of employee contracts, support with employee contract negotiations, and perform initial employee onboarding.
- Setup and maintenance of the employee files, establishment of procedures to help insure compliance with state and federal employment requirements.
- Assist School leaders with employee relations, coaching, reflective supervision, evaluation, process guidance and pre-mediation services to address and resolve employee grievances.
- Assist School in obtaining quotes, implementation, administration and processing of the employee benefits (health, dental, vision, life insurance, etc.) and retirement plans, for submittal and approval the governing body of the School.

Professional Development

- Monthly and ongoing leadership coaching for School director, office managers and other administrative personnel with the focus on leadership roles and responsibilities, building of the professional culture, co-leadership and staff support, community relations, resource management, governing body relations, reflective supervision, site maintenance and other leadership elements.
- Facilitate on-site and remote professional learning and support with the focus on shared leadership for student success, project-based learning, social-emotional learning, using data to improve instruction and achievement, development of Individual Learning Plans ("ILP"), ongoing assessment of student learning and reporting to parents, preparing Presentations of Learning ("POL"), student led conferences and design showcases through coaching, scheduled professional learning, Facilitator Collaborative and other support programs.

- Initial and monthly training and coaching for School directors and leaders on Project-Based Learning, including the key design elements, essential questions and project development, support to learners in completion and developing grit, common core standards, models of mastery and evidence of learning, accessing community resources and integration of technology, reflections, deeper learning, problem based learning and access to an archive of exemplary projects.
- Initial and monthly training and coaching for School facilitators on Social-Emotional Learning to allow successful implementation and integration of the key design elements which include Love & Logic™, Morning Meeting, Advisory, Restorative Practices, Integration of The 7 Habits of Highly Effective People and other SEL program elements.
- Initial and ongoing training and coaching for School teachers on classroom design and professional development focused on the areas and elements of English Language Arts (which may include Daily 5, literacy assessments, Working with Words and Lucy Calkins writing project), Math (which may include Number Corner, Daily 3, Singapore Math, Problem Based Learning, Math Talks and Story Math), Leadership (which may include 7 Habits of Highly Effective People and Leadership Notebooks) and Special Education (which may include Inclusion Programs, Differentiation, Culture and Working with CARE team members).

BACK OFFICE SERVICES:

Bookkeeping and Accounting

- Assist School with the development of School budgets, provide ongoing budget support, including preparation of budget monitoring reports, analyses, revenue tracking, and revise and update budgets submitted for approval by School leadership and the governing body of the School.
- Accounts receivable and payable services consisting of verifying and processing invoices and payments subject to approval procedures from School leaders and the governing body of the School, invoicing revenue verification, collections, deposits and transaction recording according to the generally accepted accounting practices and standards.
- Identify opportunities for cost savings and economies of scale, manage requests for proposals and processes, and support School leaders with purchase order processing, receipt of goods and services and evaluation of vendor performance and quality of services consistent with School fiscal policies and procedures.
- Setup and maintain School's chart of accounts and general ledger, monthly bank reconciliation, journal entries and balance sheet reconciliation, and provide regular reports to School leaders and at meetings of the School's governing body.

Compliance and Reporting

- Prepare preliminary, interim and final budget reports for approval by the School's governing body, and as mandated by authorizing agency.
- Assist School with search for independent auditors to be selected and retained by the governing body of the School, prepare financial documents for auditors, and provide assistance to auditors to help ensure a smooth and timely audit process.

- Support the School and its independent auditor to prepare Form 990 tax-exempt organization annual filing, and related state annual return filing.
- Assist School to establish procedures and provide data for compliance with federal, state and authorizing agency reporting requirements, including special education reporting.
- Assist School to develop internal attendance recording procedures, and process for School to prepare and analyze quarterly attendance data and to submit attendance reports to the authorizing agency.
- Perform and provide payroll functions for School, including payroll processing, payroll reporting, payroll record maintenance, W-2 and 1099 processing, and employee benefits administration (e.g., health, dental, vision, life, and retirement).

TECHNOLOGY AND FACILITIES SERVICES:

Technology Services

- Coordinate the implementation of the School’s network infrastructure.
- Assist School and provide guidance regarding the development of pertinent policies, such as use of School-purchased devices vs. “bring your own device” policies, and internet use policy.
- Coordinate and assist School with procurement of computer devices for staff and learners, as well as other School-related technology needs.
- Provide initial setup and ongoing technical support for School’s email system, student information system, learning management system, user account monitoring, and general account setup and maintenance support.
- Provide remote technical support to School staff as needed via live help desk and the assistance of the team of technicians.

Operations and Facilities

- Assist School and provide support to establish School’s procedures for facility operations, maintenance and repairs, as well as logistics and transportation.
- Assist School with evaluating and negotiating contracts with School vendors and service providers for maintenance and repair, cleaning, logistics and transportation services for the School.
- Assist School with facility needs assessment and planning, identification of the facility needs based on School’s programs, development of the capacity and growth plans.
- Develop facility search process to identify possible school site and calculation of the related costs for necessary tenant improvements.
- Assist School with facility acquisition or lease negotiations to establish acceptable purchase or lease terms, as well as to develop loan packages for facilities and identify potential lenders

DEVELOPMENT AND BOARD SUPPORT SERVICES:

Leadership and Board Support

- Provide training for the governing body of the School about their role and effective board governance, as well as assistance to School leaders and governing body on policy development and best practices.
- Attend meets of the governing body of the School to present the year to date financial statements and analysis of the School's financial position, as well as the provision of the operator report.
- Assist School staff and its governing body with preparation of required notices and board agenda in order to comply with any applicable state or federal open meeting laws, as well as provision of the platform to publish board meeting agendas, record board meeting minutes and maintain board meeting archives.

Communications and Outreach

- Develop and support ongoing School communications with current and prospective learners and families.
- Develop the School branding elements and provision of a comprehensive brand identity guidelines. Evaluate the School's needs and support in obtaining copyrights.
- Develop a comprehensive market analysis of the nearby area to include demographic trends and the information on nearby public, private and charter schools.
- Assist School in the development of the short-term and long-term outreach plans with the accompanying budgets and timelines.
- Design the School's digital, printed and promotional materials that will be used in communications and outreach efforts.
- Design and develop the School's website and the social media platforms, assistance with the implementation of the social media campaigns.
- Develop strategies for the placement of printed and promotional materials in local markets, as well as at the applicable local events.
- Assist School staff in organizing and hosting school tours, info events for parents, planning and executing events with emphasis on local media coverage.

Other Development and Support Services

- Strategic planning with focus on the evaluation of the School performance, financial resources, budget scenario development and growth potential for presentation to and approval by the School's governing body.
- Assistance with charter renewal, authorizing agency audits and evaluations.
- Assistance and support in obtaining additional financing in the form of line of credit, working capital cash flow and capital leases or long-term debt for review and approval by the School's governing body.

Attachment H

CSA 3 Year Forecast – document begins on the next page

COLORADO SKIES ACADEMY
DETAILED BUDGET

	FY23 WORKING BUDGET	FY24 FORECAST	FY25 FORECAST	FY26 FORECAST
Income				
1000 · Revenue from Local Sources				
1000 · Foundation Revenue	\$ -	\$ -	\$ -	\$ -
1740 · Fees & activities	35,200	46,800	50,800	54,200
1750 · Fundraisers	-	-	-	-
1760 · Gifts and Contributions	-	-	-	-
1900 · Other Revenue from Local Source	-	-	-	-
1920 · Grants - Foundations	450,000	100,000	100,000	100,000
1954 · Mill Levy Funds	400,475	532,449	577,958	616,640
1955 · Mill Levy Funds-O+M	111,050	147,646	160,265	170,992
1990 · Miscellaneous Revenue	45,000	45,000	45,000	45,000
Total 1000 · Revenue from Local Sources	1,041,725	871,895	934,023	986,832
3000 · Revenue from State Sources				
3113 · Capital construction	52,448	69,732	75,692	80,758
3139 · ELPA-PD & student support	-	-	-	-
3140 · English Language Prof Act-ELPA	2,036	2,036	2,036	2,036
3898 · State Pension Contribution	25,265	32,897	36,829	37,566
Total 3000 · Revenue from State Sources	79,749	104,665	114,557	120,360
4000 · Revenue from Federal Sources				
4012 · Coronavirus Relief Funds (CRF)	-	-	-	-
4367 · Title II	1,587	1,587	1,587	1,587
4414 · ESSER III	79,300	-	-	-
4420 · ESSER II	-	-	-	-
4424 · Title IV	663	663	663	663
4425 · ESSER I	-	-	-	-
5282 · CCSP Start-up Grant	-	-	-	-
Total 4000 · Revenue from Federal Sources	81,550	2,250	2,250	2,250
5700 · PPR	1,680,327	2,334,604	2,584,825	2,812,982
5254 · Transfer In	-	-	-	-
Total Income	2,883,350	3,313,414	3,635,655	3,922,423
Expense				
0100 · Salaries				
0110 · Salaries of regular employees	827,050	1,081,177	1,211,926	1,236,165
0120 · Salaries of temporary employees	-	-	-	-
0150 · Stipends	15,100	15,402	15,710	16,024
0190 · Bonuses	-	-	-	-
Total 0100 · Salaries	842,150	1,096,579	1,227,636	1,252,189
0200 · Employee Benefits				
0211 · Life & STD Expense	-	-	-	-
0221 · Medicare	12,211	15,900	17,801	18,157
0230 · Retirement-PERA	180,220	240,151	274,990	288,003
0250 · Health insurance	56,428	80,831	93,360	98,028
0251 · Dental insurance	1,763	2,526	2,918	3,063
0280 · State Pension	25,265	32,897	36,829	37,566
0290 · Other employee benefits	1,697	2,431	2,808	2,949
Total 0200 · Employee Benefits	277,585	374,737	428,706	447,766
0300 · Professional / Tech Services				
0300 · Professional svcs-assessments	4,488	6,086	6,739	7,333
0313 · Banking service fees	20,000	20,400	20,808	21,224
0320 · Professional education svcs	212,000	212,000	212,000	212,000
0331 · Legal services	7,079	7,220	7,365	7,512
0332 · Audit & accounting svcs	6,000	6,120	6,242	6,367
0334 · Consultant services	21,700	22,134	22,576	23,028
0335 · Medical Services	7,517	7,667	7,820	7,977
0340 · Technical services	1,550	1,581	1,613	1,645
0390 · Other Purchased Services	2,693	2,747	2,802	2,858
Total 0300 · Professional / Tech Services	283,026	285,955	287,965	289,944
0400 · Purchased Property Services				
0410 · Utilities	40,860	41,677	42,511	43,361
0421 · Trash Service	4,345	4,432	4,521	4,611
0422 · Snow Removal	1,751	1,786	1,822	1,858
0423 · Custodial Services	52,920	53,978	55,058	56,159

COLORADO SKIES ACADEMY
DETAILED BUDGET

	FY23 WORKING BUDGET	FY24 FORECAST	FY25 FORECAST	FY26 FORECAST
0424 · Lawn Care	6,127	6,250	6,375	6,502
0430 · Repairs & Maintenance	21,663	15,000	15,300	15,606
0441 · Rental of land & buildings	722,321	736,767	751,503	766,533
0442 · Rental of equipment	10,409	10,618	10,830	11,047
0490 · Other Purchased Property Servic	8,819	8,996	9,176	9,359
Total 0400 · Purchased Property Services	869,216	879,504	897,094	915,036
0500 · Other Purchased Services				
0513 · Contracted Field Trips	1,945	1,984	2,024	2,064
0520 · Insurance Expense	56,105	23,400	25,400	27,100
0525 · Unemployment insurance	3,833	3,909	3,987	4,067
0526 · Workers' comp insurance	6,569	8,553	9,576	9,767
0531 · Telephone/fax/telecom	18,746	19,121	19,503	19,893
0533 · Postage & Delivery	1,576	1,607	1,640	1,672
0534 · Online Services	22,970	23,430	23,898	24,376
0540 · Advertising & Marketing	15,000	15,300	15,606	15,918
0550 · Printing	1,382	1,410	1,438	1,467
0580 · Travel, Registration, Entr-PD	8,042	8,202	8,367	8,534
0580A · Staff Food	5,206	6,406	7,187	7,331
0594A · District Services-SPED	117,040	155,610	168,910	180,215
0595 · District purchased svcs-admin	43,523	59,023	65,349	71,117
Total 0500 · Other Purchased Services	301,936	327,955	352,884	373,522
0600 · Supplies				
0610 · General supplies	35,210	47,750	52,868	57,534
0611 · Office supplies	691	937	1,038	1,129
0612 · Classroom Supplies	3,305	4,482	4,963	5,401
0613 · Custodial/Building Supplies	10,563	14,326	15,861	17,261
0616 · Assessment Supplies	1,000	1,020	1,040	1,061
0626 · Gasoline - Vehicle	-	-	-	-
0630 · Food & meeting expenses	-	-	-	-
0640 · Books & periodicals	5,000	5,100	5,202	5,306
0650 · Electronic media-software	12,852	13,109	13,371	13,639
Total 0600 · Supplies	68,622	86,724	94,343	101,331
0700 · Property				
0730 · Equipment	30,000	5,000	5,100	5,202
0723 · Major Renovations	28,000	-	-	-
0733 · Furniture & fixtures	5,000	5,100	5,202	5,306
0735 · Non-capital equipment	8,000	8,160	8,323	8,490
Total 0700 · Property	71,000	18,260	18,625	18,998
0800 · Other Expense				
0810 · Dues & fees	6,822	9,251	10,243	11,147
0840 · Contingency	50,410	70,038	77,545	84,389
0851 · Transportation/field trips	-	-	-	-
0890 · Misc. expenses-fundraising	10,000	10,200	10,404	10,612
Total 0800 · Other Expense	67,232	89,489	98,192	106,148
Total Expense	2,780,766	3,159,204	3,405,445	3,504,934
Change in Fund Balance	\$ 102,583	\$ 154,210	\$ 230,211	\$ 417,489
Beginning Fund Balance	\$ 228,771	\$ 331,355	\$ 485,565	\$ 715,776
Nonspendable Fund Balance				
TABOR Reserve	55,249	73,246	81,049	88,068
TABOR Multi Year Obligations				
Committed Fund Balance (15% rule)				
Assigned Fund Balance				
Unassigned Fund Balance	276,106	412,320	634,727	1,045,198
Ending Fund Balance	\$ 331,355	\$ 485,565	\$ 715,776	\$ 1,133,265

	102,583	154,210	230,211	417,489	
	FY23 WORKING BUDGET	FY24 FORECAST	FY25 FORECAST	FY26 FORECAST	MULTIPLIER
Enrollment Assumptions					
Total Enrollment	176	234	254	271	
Funded Pupil Count	176	234	254	271	
Grade 6	70	90	95	95	
Grade 7	64	75	87	92	
Grade 8	42	69	72	84	
% Free Lunch	12%	12%	12%	12%	
% Reduced Lunch	2%	2%	2%	2%	
% Free & Reduced Lunch	14%	14%	14%	14%	
% SPED	19%	19%	19%	19%	
% Gifted and Talented	8%	8%	8%	8%	
% ELL	6%	6%	6%	6%	
per funded pupil	176	234	254	271	
per student	176	234	254	271	
per SPED student	34	45	49	52	
per FRL student	25	34	37	39	
per non-FRL student	151	200	217	232	
per GT student	14	19	21	22	
per ELL student	10	14	15	16	
total	1	1	1	1	
per staff eligible for benefits	14.66	20.00	22.00	22.00	
per employee	16.58	20.00	22.00	22.00	
Revenue Assumptions					
Local Revenue					
1000 · Foundation Revenue	-	-	-	-	total
1740 · Fees & activities	200	200	200	200	per student
1750 · Fundraisers					total
1760 · Gifts and Contributions					total
1900 · Other Revenue from Local Source	-	-	-	-	total
1920 · Grants - Foundations	450,000	100,000	100,000	100,000	total
1954 · Mill Levy Funds	2,275	2,275	2,275	2,275	per funded pupil
1955 · Mill Levy Funds-O+M	631	631	631	631	per funded pupil
1990 · Miscellaneous Revenue	45,000	45,000	45,000	45,000	total
State Revenue					
3113 · Capital construction	298	298	298	298	per funded pupil
3139 · ELPA-PD & student support	-	-	-	-	total
3140 · English Language Prof Act-ELPA	2,036	2,036	2,036	2,036	total
3898 · State Pension Contribution	25,265	32,897	36,829	37,566	total
Federal Revenue					
4012 · Coronavirus Relief Funds (CRF)	-	-	-	-	total
4367 · Title II	1,587	1,587	1,587	1,587	total
4414 · ESSER III	79,300	-	-	-	total
4420 · ESSER II	-	-	-	-	total
4424 · Title IV	663	663	663	663	total
4425 · ESSER I	-	-	-	-	total
5282 · CCSP Start-up Grant	-	-	-	-	total
PPR & CPP					
Change in PPR	7.0%	4.50%	2.00%	2.00%	
5700 · PPR	9,547	9,977	10,176	10,380	per funded pupil
Transfers					
5254 · Transfer In					total
Expense Assumptions					
Salaries and Benefits					
Average Annual Salary Increase	2%	2%	2%	2%	
Benefit Rate Increase	5%	5%	5%	5%	
Benefit Participation Rate	73%	73%	73%	73%	
0211 · Life & STD Expense					per staff eligible for benefits
0221 · Medicare	1.45%	1.45%	1.45%	1.45%	% of compensation
0230 · Retirement-PERA	21.40%	21.90%	22.40%	23.00%	% of compensation
0250 · Health insurance	5,273	5,536	5,813	6,104	per staff eligible for benefits
0251 · Dental insurance	165	173	182	191	per staff eligible for benefits

0280 · State Pension	3%	3%	3%	3%	% of compensation
0290 · Other employee benefits	159	167	175	184	per staff eligible for benefits
Average Expense Increase	2.00%	2.00%	2.00%	2.00%	
Purchased Professional and Technical Services					
0300 · Professional svcs-assessments	26	26	27	27	per student
0313 · Banking service fees	20,000	20,400	20,808	21,224	total
0320 · Professional education svcs	212,000	212,000	212,000	212,000	total
0331 · Legal services	7,079	7,220	7,365	7,512	total
0332 · Audit & accounting svcs	6,000	6,120	6,242	6,367	total
0334 · Consultant services	21,700	22,134	22,576	23,028	total
0335 · Medical Services	7,517	7,667	7,820	7,977	total
0340 · Technical services	1,550	1,581	1,613	1,645	total
0390 · Other Purchased Services	2,693	2,747	2,802	2,858	total
Purchased Property Services					
0410 · Utilities	40,860	41,677	42,511	43,361	total
0421 · Trash Service	4,345	4,432	4,521	4,611	total
0422 · Snow Removal	1,751	1,786	1,822	1,858	total
0423 · Custodial Services	52,920	53,978	55,058	56,159	total
0424 · Lawn Care	6,127	6,250	6,375	6,502	total
0430 · Repairs & Maintenance	21,663	15,000	15,300	15,606	total
0441 · Rental of land & buildings	722,321	736,767	751,503	766,533	total
0442 · Rental of equipment	10,409	10,618	10,830	11,047	total
0490 · Other Purchased Property Servic	8,819	8,996	9,176	9,359	total
Other Purchased Services					
0513 · Contracted Field Trips	1,945	1,984	2,024	2,064	total
0520 · Insurance Expense	56,105	23,400	25,400	27,100	total
0525 · Unemployment insurance	3,833	3,909	3,987	4,067	total
0526 · Workers' comp insurance	6,569	8,553	9,576	9,767	total
0531 · Telephone/fax/telecom	18,746	19,121	19,503	19,893	total
0533 · Postage & Delivery	1,576	1,607	1,640	1,672	total
0534 · Online Services	22,970	23,430	23,898	24,376	total
0540 · Advertising & Marketing	15,000	15,300	15,606	15,918	total
0550 · Printing	1,382	1,410	1,438	1,467	total
0580 · Travel, Registration, Entr-PD	8,042	8,202	8,367	8,534	total
0580A · Food (Staff)	314	320	327	333	per employee
0594A · District Services-SPED	665	665	665	665	per funded pupil
0595 · District purchased svcs-admin	247	252	257	262	per funded pupil
Supplies					
0610 · General supplies	200	204	208	212	per funded pupil
0611 · Office supplies	4	4	4	4	per funded pupil
0612 · Classroom Supplies	19	19	20	20	per funded pupil
0613 · Custodial/Building Supplies	60	61	62	64	per funded pupil
0616 · Assesment Supplies	1,000	1,020	1,040	1,061	total
0626 · Gasoline - Vehicle	-	-	-	-	total
0630 · Food (Student)	-	-	-	-	total
0640 · Books & periodicals	5,000	5,100	5,202	5,306	total
0650 · Electronic media-software	12,852	13,109	13,371	13,639	total
Property					
0730 · Equipment	30,000	5,000	5,100	5,202	total
0723 · Major Renovations	28,000	-	-	-	total
0733 · Furniture & fixtures	5,000	5,100	5,202	5,306	total
0735 · Non-capital equipment	8,000	8,160	8,323	8,490	total
Other Objects					
0810 · Dues & fees	39	40	40	41	per student
0840 · Contingency	50,410	70,038	77,545	84,389	total
0851 · Transportation/field trips	-	-	-	-	total
0890 · Misc. expenses-fundraising	10,000	10,200	10,404	10,612	total