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## BOARD MEETING AGENDA TUESDAY, MAY 15, 2012

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6:30 PM  
Ben Franklin Academy

- Opening (5 minutes) – Jason Sunahara
    - Welcome/Announcements/mission/vision
    - Pledge of allegiance
    - Amend/approve agenda
  - Board of director election and appointment (30 minutes)
    - Results of the election for seat 1 from the parent voting group – Staci Ferguson
      - Motion to accept results of the election from the parent voting group.
    - Appoint a board member for seat 2 – Jason Sanders
      - Candidate nominations from board members
      - Candidate statements
      - Q&A with candidates
      - Nonbinding board straw poll on candidates
        - Straight vote of board members including new seat 1 board member
        - If necessary, ranked vote (3 points for first choice, 2 points for second choice, and 1 point for third choice)
      - Motion to appoint a candidate as a board member
    - Appreciation for the outgoing board members, and welcome to the new board members – Jason Sanders
  - Consent agenda (5 minutes) – Jason Sunahara
    - Approve minutes from April 10, 2012, board meeting
    - Approve minutes from May 2, 2012, board meeting
    - Approve revised Uniform Policy with typo corrections
    - Approve revised Enrollment Policy with typo corrections
  - Open Comments (3 minutes/person) – Jason Sunahara
    - Remarks will be limited to three minutes.
  - Principal's report (20 minutes) – Bob Barber
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- Review 2012-13 budget
  - Discuss summer program
  - Discuss middle school
- Discuss retreat agenda (30 minutes)
- Board training (10 minutes) – Jason Sunahara
- Treasurers report (5 minutes) – Jason Sunahara
  - Approve April 2012 financials
- Committee Reports
  - Technology (15 minutes)
    - CDE budget - Sunahara
    - Tech for expansion - Sanders
    - Doceri vs. smart boards
  - PAC (5 minutes)
  - PTO (5 minutes)
  - STEM (5 minutes)
  - Grant (5 minutes)
  - Finance (5 minutes)
  - SAC (15 minutes)
    - Review Field Trip Policy
    - Review Student Handbook
    - Review Employee Handbook
    - Review Book Donation Policy
- Expansion (20 minutes)
  - Review latest plans
  - Review alternate budget - Sanders
  - Greenhouse – Paige Brock
  - Motion to approve resolution to contract with Highmark on expansion
- Review revised Employee Handbook (5 minutes) – Sanders
  - Motion to approve same
- First reading of Late Homework Policy (15 minutes) – Barber
- First reading of the Traffic Policy (10 minutes) – Sanders/Matherly
- Sport's logo (10 minutes)
- Facebook (10 minutes)
- Convene in executive session (a closed session)
  - Motion to resolve into executive session according to C.R.S. 24-6-402 (4)(f) to discuss personnel matters.

- Summary
  - Newsletter
  - Review action items
  - Review votes
  - Review future board agenda items

All board meetings are open to the public and are conducted in compliance with Colorado Open Meeting Requirements.

The Ben Franklin Academy Board works for the students, parents and patrons of Ben Franklin Academy in promoting the vision and mission of the school. Community input that can help the Board meet the challenge of educating our children to our high standards is always welcome. Thus, the Board welcomes comments from members of the public during the public comment time set aside on the agenda on any topic.

The Board may choose to respond to public comments during this open forum but is not required to do so. The Board will only take action on items listed on the agenda. For other matters, the Board will receive comments only, and may, at its discretion, refer the matter or calendar the issue for future discussion.

This is our opportunity to hear from students, parents and patrons for deliberation and discussion.

### **MISSION**

The mission of Ben Franklin Academy is to develop young adults with character like America's founding Renaissance man, Benjamin Franklin: well-read, scientifically curious, and civically engaged.

### **VISION**

Our students will excel academically through a challenging, sequenced curriculum that emphasizes math, science, and literacy. We will be a data driven institution, focusing on individual students. Our students, teachers, parents, staff, and leaders will be held accountable for the success of our school. Finally, we recognize that an education is incomplete without fostering the arts, sports, nature, and character.

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Date Modified: 5/14/12



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## BOARD MEETING MINUTES TUESDAY, APRIL 10, 2012

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6:00 PM  
Ben Franklin Academy

Attendance: Jason Sanders, Paige Brock, Jason Sunahara, Staci Ferguson, Becky Mullen, Matt Matherly, Ward Cerny

- Board Candidate Forum (30 minutes) – Staci Ferguson
  - Opening (5 minutes) – Jason Sunahara
    - Welcome/Announcements
    - Pledge of allegiance
    - Read mission and vision
    - Amend/approve agenda
      - Jason Sanders moves to amend the agenda:
        - 1<sup>st</sup> reading for the revised traffic policy
        - Allow more time for SAC with discussion afterward
          - Matt Matherly seconds the motion
          - The motion is unanimously approved.
  - Consent agenda (5 minutes) – Jason Sunahara
    - Approve minutes from March 13, 2012, board meeting
      - Jason Sunahara makes a motion to approve the consent agenda.
        - Jason Sanders seconds the motion
        - The motion is unanimously approved.
  - Open Comments (3 minutes/person) – Jason Sunahara
    - Remarks will be limited to three minutes.
  - Principal's report (20 minutes) – Bob Barber
    - Review 2012-13 budget
      - Talked about the student fees for 2012-2013 school year.
      - Talk about it more in May, numbers are looking better and the amount is going up.
    - Summer program
      - A lot of interest from staff that would like to do a summer program.
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- Handwriting
  - Reading comprehension
- Board training (5 minutes) – Jason Sunahara
- Treasurers report (10 minutes) – Jason Sunahara
  - Finance committee meeting was yesterday. The financials are in great shape!
  - A lot of the reserves are untouchable (TABOR and our own reserves that we have elected to not touch)
  - Approve February 2012 financials
    - Jason Sanders moves to approve the March financials
    - Paige Brock seconds the motion
    - The motion is unanimously approved
  - Financial priorities for excess funds
  - Current CDE expenses
    - We were able to get some things less. We have \$7,000 for technology. We need carts (we have 155 iPads (with 4 carts), 35 imacs, and 90 mac books (with 2 carts).
    - We need 2 more carts for the ipads
- Board election update (5 minutes) – Staci Ferguson
  - Ballots will go out Monday April 30, 2012.
  - Parents will have a week to vote. Voting will close at 6pm on Friday May 4, 2012
  - Election results will be announced at the boarding on Tuesday May 8, 2012
- Greenhouse (10 minutes) – Paige Brock
  - The design team talked about the greenhouse, the current concept is difficult to execute.
    - The architect spent time designing greenhouses and has ideas how to build one and it would be cheaper.
  - Paige Brock proposes that the school funds half the greenhouse and committees go out looking for matching funds for the other half.
  - Jason Sanders makes a motion to approve \$25,000 for the building of a greenhouse and authorizes Paige Brock to engage an architect up to \$5,000.
    - Jason Sunahara seconds the motion
    - The motion is unanimously approved.
- Committee Reports

- PAC
  - Follow up on carpool
    - Going forward with ride arranger with the opt out option.
  - Food drive is coming up, it will be a competition between classes for a pizza party.
- PTO (5 minutes)
  - Benefits Bash update
    - Moved locations, back to the Marriott due to size.
    - Sold 120 tickets, have \$30,000 worth of merchandise. Have room for 500 people.
- STEM (5 minutes)
  - Science fair update
    - It's going on right now. There is discussion to plan it earlier next year.
- Grant (5 minutes each)
  - Nothing new to update
- Finance (5 minutes)
  - Investments
  - Nothing new, it was said before
- SAC (5 minutes)
  - Parent survey
    - Overall it is positive
    - There are a few things that need some improvement, Bob and the board will be working on these and discussing it at the retreat.
- Addition and L&E update (10 minutes) – Matt Matherly
  - Addition to complete: met with the design team yesterday. It is looking great.
  - HRCA meeting: approved us with rave reviews
  - L&E will be more formal
- Discuss retreat
  - Agenda items
    - Pay for performance
    - Finalize next year's budget
    - Performance management
    - Principal evaluation

- Vote on board positions
- Ward would like to look at the surplus what the benchmark is for next year.
- Policies
  - Second reading of the revised Enrollment Policy (5 minutes) – Jason Sanders
    - Jason Sunahara makes a motion to approve the revised Enrollment Policy
      - Jason Sanders seconds the motion
        - Matt Matherly abstains
        - Paige Brock nay
        - Yea – Ward Cerny, Becky Mullen, Staci Ferguson
  - Second reading of the Conflict Resolution Policy (10 minutes) – Paige Brock/Becky Mullen
    - Jason Sanders moves to approve the Conflict Resolution Policy
      - Becky Mullen seconds the motion
      - The motion is unanimously approved.
  - Second reading of the Asset Management Policy (10 minutes) – Ward Cerny
    - Jason Sanders moves to approve the Asset Management Policy.
      - Staci Ferguson seconds the motion
      - The motion is unanimously approved.
  - First reading of the Traffic Policy
    - Tabled until next month.
- Summary
  - Newsletter
  - Review action items
  - Review votes
  - Review future board agenda items
    - May – Announce results of board elections
    - May – New board member training
    - June – Board retreat
- Jason Sanders moves to adjourn the meeting
  - Matt Matherly seconds the motion.



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## BOARD MEETING AGENDA WEDNESDAY, MAY 2, 2012

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2:00 PM  
Conference Call

- Discuss Middle School Academic Director Position
  - Bob talked about the role of the MSAD
  - Talked about budget considerations
- Discuss Highmark contract
  - Discuss expansion contract with Highmark
  - Jason Sunahara makes a motion to approve the contract with Highmark. Matt Matherly seconds. Becky Mullen, Aye. Paige Brock, Nay. Jason Sanders, Aye.
- Jason Sanders makes a motion to close the board meeting. Matherly seconds.

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**VISION**

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Date Modified: 2/27/12



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## UNIFORM POLICY

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### SECTION 1. BEN FRANKLIN ACADEMY

#### MISSION

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#### VISION

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#### PURPOSE

The learning environment can be influenced by students' attire. The purpose of the Uniform Policy is to promote learning by reducing distraction, disruptions and disciplinary problems. The policy also promotes student pride in themselves and their school. This policy is intended to promote uniformity of dress. Students are required to adhere to these standards.

### SECTION 2. GROOMING AND GENERAL GUIDELINES

Students are required to arrive at school properly and neatly attired. Uniforms are mandatory and should be worn as the manufacturer intended. Uniforms must be purchased from Educational Outfitters ([www.educationaloutfitters.com](http://www.educationaloutfitters.com)). The acceptable school uniform can be found by reviewing the Ben Franklin Academy Uniform Standards for All Students and Additional Uniform Standards for Girls. Clothing which is oversized, undersized, excessively baggy, tight, or revealing is not acceptable. Uniforms are required to be in good repair. Under no circumstances may students write on, cut up, defame or add to their uniforms.

#### *Hair*

Hair shall be clean, neatly groomed, evenly cut, a natural hair color and follow the natural shape of the head. No distracting or disruptive hairstyles or colors will be permitted. No beads, yarn, fabric, or other items may be braided into hair. Girls may wear color coordinated hair accessories. Boys' and girls' bangs cannot be longer than the eyebrows in front. Boys' hair shall not extend below the top of the shirt collar in back or below the bottom the earlobes on the sides, and shall not be worn in a ponytail, Mohawk, oiled, or

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spiked. Side burns shall not extend below the bottom the earlobe. Beards or mustaches shall not be worn.

#### *Hats*

At no time will hats, caps, bandanas, or visors be permitted for either boys or girls.

#### *Jewelry*

Jewelry and accessories are acceptable as long as they are conservative and in keeping with the type and color of the uniform. Girls may wear one post or small (1/2") hoop per ear, without dangles or charms. Girls or boys may wear one each of the following items: simple necklace (not large or bulky), bracelet, ring, or watch.

Boys shall not wear earrings.

#### *Makeup and Nail Polish*

Girls may wear nail polish in a single color for all fingers of both hands, in clear or pale pink. For sixth graders and beyond, girls ONLY may wear lightly applied mascara (brown or black), blush (pale neutral or pale pink), and lip gloss (clear or pale pink).

Boys shall not wear makeup.

#### *Body Art*

At no time shall tattoos of any kind be allowed on the face, hands, arms, legs, or any other exposed skin. Exposed body parts shall not be pierced, except as allowed for girls' earrings (see Jewelry above).

#### *Pants*

Pants must fit properly and shall not ride lower than the natural waist, fit neither too loose or tight, not visibly flared, must be no longer than the sole of the shoe, and no shorter than 2" above the ankle bone. Jeans, sweatpants, athletic wear, cargo-type clothing, corduroy, capris, and leggings are not acceptable.

#### *Shirts*

Collared shirts shall always be worn, even when sweatshirts, sweaters, and jumpers are also worn. Undershirts must be tucked in and not visible at any time.

#### *Shoes*

Shoes must be closed-toe with backs. Students may not wear sandals, flip-flops, "wheelies", or clogs. Shoes must be tied in a traditional manner and must stay on the heels when walking. Multicolored laces are not allowed. Shoes must meet the uniform standard on all school days with the exception that shoes may have patterns on Dress of Choice Days.

#### *Outerwear (Boys and Girls)*

Snow boots may be worn to school or during recess in inclement weather. Boots must be removed in designated areas within the school building and replaced with shoes. All sweaters and sweatshirts must display the Ben Franklin Academy logo while worn in the building and on field trips.

### **SECTION 3. EXCEPTIONS**

Organizational uniforms such as Boy Scouts and Girls Scout Uniforms may be worn in place of, or in addition to, the Ben Franklin Academy Uniform on spirit days. If the Organizational Uniform does not include all clothing elements, (i.e. no specified pant/skirt), the applicable Ben Franklin Academy component should be worn with the Organizational Uniform components.

Temporary exceptions to the clothing requirements of this policy may be granted by the Principal for hardship, as an individual reward, based on family circumstance (i.e. funeral), for medical or religious reasons, or as part of the Dress of Choice day. Exceptions to the clothing requirements of this policy shall not include exceptions to the student grooming standards set forth herein, unless expressly authorized by the Principal. Upon request, reasonable accommodations in the Uniform Policy shall be made by the Principal for students with disabilities or religious convictions which conflict with the code.

### **SECTION 4. DRESS OF CHOICE (DOC)**

Dress of Choice Days shall be scheduled periodically as a reward for those students who have not received a single Uniform Policy Violation between the previous DOC day and the upcoming DOC day. Clothes worn by all the students during the Dress of Choice days shall be modest, in good condition, and neat in appearance. Students are not allowed to wear pajama items or clothing that contains wording or images that could be interpreted as racial, vulgar, or offensive in any way. Revealing clothes are not acceptable (i.e. tank tops, midriffs, sleeveless, etc.)

### **SECTION 5. SPIRIT DAYS**

Spirit Days shall be scheduled periodically. On Spirit Days students can wear spirit wear provided only by the Parent-Teacher Organization along with the rest of the uniform. These items include t-shirts with the official Ben Franklin Academy logo. Spirit Days shall be scheduled at the discretion of the Principal. For example, on a Spirit Day, a student may wear a T-shirt purchased through the PTO along with an approved pair of shorts.

### **SECTION 6. FORMAL UNIFORM / FIELD TRIP UNIFORM**

The first day of the school year and the first Wednesday of every month are Formal Uniform days. Other days throughout the school year may be designated a Formal Uniform day as determined by the Principal, and students and families will be notified ahead of time. All field trips will require the Formal Uniform.

The Formal Uniform for Boys and Girls is: Blue short sleeve or long sleeve polo with the Ben Franklin Academy logo and tan pants, skort, shorts, or skirt. A Ben Franklin Academy sweater or sweatshirt may be worn over the formal uniform at any time.

**SECTION 7. UNIFORM STANDARDS**

The Uniform Standards Document listed at the Academy's website is incorporated herein by reference and shall be used as a guide for all uniform decisions.

**SECTION 8. UNIFORM VIOLATIONS**

Uniform violations shall be subjected to discipline as per the discipline policy.

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**POLICY HISTORY:**

Original: approved by the board May 31, 2011

Revision 1: approved by the board June 21, 2011

Revision 2: approved by the board July 5, 2011

Revision 3: approved by the board January 20, 2012

# Ben Franklin Academy Uniform Standards for All Students

*The omission of a specific guideline does not automatically permit its use.*

*Items must meet current uniform standards or may be deemed unacceptable.*

Uniform Standards for Boys and Girls		Uniforms will have or will be	Uniforms will NOT have or will NOT be	Educational Outfitters Item #
Polo Shirt	White, navy blue, red (K-8) Light blue (6-8 only)  Short or long sleeve  Any shirt may include a logo	Tucked in Buttoned except top neck button  Short sleeves fall midway between shoulder and elbow		6909 70098320 6830 68328326  8761 8766
T-Shirts	White Plain / without design or pockets	Tucked in To be worn only as an undershirt	T-shirt sleeves will not extend beyond the length of the over shirt sleeves	
Oxford Shirt	White Short or long sleeve  Button down collar	Tucked in Buttoned except top neck button	Pattern, writing, or emblem	6860 6861 6718 6717
Sweaters	Navy or Red with the BFA logo  V-Neck Pull-Over or Vest	Collared shirt must be worn under the sweater	Pattern, writing, or emblem	65006300 - Boys  6600 4917 - Girls Blue Only
¼ Zip Sweatshirt	Navy with the BFA logo (6-8 only)	Must bear the official Ben Franklin Academy Logo An approved shirt must be worn underneath the sweatshirt  6-8 graders may wear a hooded sweatshirt	Over-sized, or tied around the neck  Other sweatshirts may be worn outside	6295
Crewneck Sweatshirts	Navy or Red sweatshirt with the BFA logo in Navy/Red/Plaid	Must bear the official Ben Franklin Academy logo and lettering An approved shirt must be worn underneath the sweatshirt	Over-sized, or tied around the neck	Can be purchased through the PTO
Fleece Jackets and	Navy or Red with the BFA logo	Must bear the official Ben Franklin Academy logo and lettering	Over-sized, or tied around the neck	Can be purchased through the PTO

Uniform Standards for Boys and Girls		Uniforms will have or will be	Uniforms will NOT have or will NOT be	Educational Outfitters Item #
Fleece Vests		An approved shirt must be worn underneath the jacket or vest		
BFA T-Shirt (only allowed on spirit days)	White with red logo or approved insignia	Must bear the official Ben Franklin Academy log and lettering	Over-sized, or tied around the neck	Can be purchased through the PTO
Pants	Twill dress slacks in khaki or navy	Flat front or pleated twill pants  Worn at natural waistline		7427 74907121  6714 7064600 7000 6757 7102 7548 7501
Shorts	Twill walking shorts in khaki or navy  Not rolled Cuffs must be sewn in	Flat front or pleated twill shorts  Worn at natural waistline	Inappropriate length -  shall not be less than 4 " above the knee when kneeling Shall not be longer than the top of the kneecap measured from a standing position Not worn below the natural waistline	7388 7301 6713  7320 6767 7099
Belts	Black or brown  Plain single color  Braided or flat	To be worn with all pants and shorts grades 3-8 Belt will be tucked into belt loops	Without pattern or design	
Socks	White, navy, red, or tan	Plain, single color Matching in color  Worn as intended	Lace, embroidery, patterns, or ruffles Not pulled up to mid calf or higher unless knee highs for girls.	
Shoes	Loafers, dress shoes, deck shoes, dress boots Black, brown, navy, gray, tan, white, and red  <b>Athletic shoes</b> must be suitable for PE  Predominately black, white, navy blue, or gray	Matching pairs  Laces must match the shoes and each other, and be tied in a traditional manner Shoes must stay on the heels when walking. Shoes must have durable soles, a heel no higher than 1",	Lights, rollers, cleats, wheels, neon colors, decorations  Platforms, heels higher than 1", snow boots, hiking boots  Patterns such as (but not limited to) plaid, flowers, polka dots, checkers, or other decorations.  No fur trimmed or ornate shoes or boots	

Uniform Standards for Boys and Girls		Uniforms will have or will be	Uniforms will NOT have or will NOT be	Educational Outfitters Item #
	High or low top  <b>Predominately means more than 2/3</b>	closed toe with backs, no part of the toe shall be exposed.  Stripes and logos are permissible <b>Athletic shoes are required for PE and may be worn on other days</b>	The only exception is that shoes may have patterns on Dress of Choice Days	



## Additional Uniform Standards for Girls

These uniform items for girls are in additions to those described previously for both boys and girls.

*The omission of a specific guideline does not automatically permit its use.*

*Items must meet current uniform standards or may be deemed unacceptable.*

Additional Uniform Standards for Girls		Uniforms will have or will be	Uniforms will NOT have or will NOT be	Educational Outfitters Item #
Peter Pan Blouse	White Short or long sleeve <b>K - 5 only</b>	Broadcloth	Pattern, writing or emblem	67388360 67376819 <b>6820</b>
Jumpers	Navy/Red Plaid #36 Khaki or Navy <b>K - 5 only</b>		Inappropriate length shall not be less than 4 " above the knee when kneeling	1194 6481
Skort	Navy/Red Plaid #36  Khaki or Navy	Skort item #6755 – khaki and navy only	Inappropriate length  shall not be less than 4 " above the knee when kneeling	6755  6784  7876
Skirts	Navy/Red Plaid #36 Khaki or Navy	Pleated skirt – Solid or Plaid Worn at the natural waist	Inappropriate length shall not be less than 4 " above the knee when kneeling	6751 1034  <b>6851 6 - 8 Only</b>
Sweaters	Crew Neck Cardigan – Navy or Red with <b>the BFA logo</b>	Crew Neck Cardigan Sweater		6000
Bike Shorts	Navy, Black, or Red	Only to be worn under skirts or jumpers	Extend below the hem-line of the garment	
Socks/Tights	Grades K-8 White, navy blue, red, and tan  Grades 7-8 May wear flesh colored hose  <b>Ruffle plaid socks purchased from EO</b>	Plain single color  Matching in color  Flat or cable knit knee highs, or opaque tights <b>Should be worn as intended</b>	Laces, ruffles, or embroidery  <b>Not pulled up to mid calf of higher - unless knee high girls</b>	      <b>Plaid Ruffle from EO</b>
Hair	White, navy blue, and red,	Plaid or solid, uniform colors	No fake braids or hair extensions, or beads	
Accessories	<b>Neutral colors - Tan, Brown, and Black</b>		No pattern other than navy red plaid	

Additional Uniform Standards for Girls		Uniforms will have or will be	Uniforms will NOT have or will NOT be	Educational Outfitters Item #
			No colors other than those specified Headbands not wider than 2"	
Leggings	Red, White, or Navy Blue	Worn as tights Full Length, to the ankle	No lace or designs	
Belt	Navy/Red Plaid #36 This is an other option, not required			FBE36D



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## ENROLLMENT POLICY

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### **SECTION 1. BEN FRANKLIN ACADEMY**

#### **MISSION**

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#### **VISION**

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#### **PURPOSE**

Ben Franklin Academy is a tuition-free charter school with the exception of its full-day kindergarten and preschool programs. The Academy has developed the following enrollment policy in order to fairly fill oversubscribed classes.

This policy will become effective July 1, 2012, and will be implemented for enrollment in the 2013-14 academic year.

### **SECTION 2.**

#### **METHOD OF ENROLLMENT**

Parents request enrollment for their child(ren) by submitting an online Intent to Enroll form prior to or during the school's open enrollment period. This open enrollment form shall be available at the Academy's website ([www.bfacademy.org](http://www.bfacademy.org)). Submitting an Intent to Enroll form in no way guarantees that the child(ren) will be extended an Invitation to Enroll..

#### **NON-DISCRIMINATION POLICY**

The Academy will not discriminate against any student as per the Academy's Anti-Discrimination Policy. As such, the school will not enroll students on the basis of ability (academic, language, physical or otherwise), gender, race, or socioeconomic status.

#### **OPEN ENROLLMENT PERIOD**

The open enrollment period and lottery for each school year will be posted on the Academy's website no later than November 1 and end no later than midnight (MST)

December 1. All Intent to Enroll forms received prior to that time will be considered for enrollment for the upcoming school year. Families that applied in a prior year but were not extended an invitation to enroll do not need to reapply.

### **PRIORITY ENROLLMENT**

Priority for enrollment will be given to the following groups of students, prior to the lottery:

1. Currently enrolled students;
2. ~~Children in the household of Founding Families;~~
3. Siblings of currently enrolled students. Siblings that share the same birth date (i.e., twins or triplets) shall receive automatic enrollment;
4. Children in the household of Founding Families;
5. Children of full-time teachers; and
6. Preschool priority students identified through the Preschool Lottery described below.

### **PRESCHOOL PRIORITY**

Currently enrolled preschool students shall be given priority to fill fifty percent of the open kindergarten spots in a given year. These available spots shall be determined by first determining the number of available kindergarten lottery slots by identifying the total number of open kindergarten spots and subtracting those given priority based on the first four priority categories listed above. Preschool priority shall be given to no more than fifty percent of the available kindergarten lottery slots. If the number of children from the preschool exceeds fifty percent of the available kindergarten lottery slots, then a separate preschool lottery shall be held to fill fifty percent of the available kindergarten lottery slots. This Preschool Lottery shall follow the procedures detailed in the Lottery subsection below.

Preschool children are eligible for the preschool lottery and shall receive a Lottery ID for each academic year in which they are enrolled in the preschool if they have been enrolled for at least 75% of the possible attendance days prior to the lottery.

If a preschool student accepts enrollment and subsequently leaves the preschool prior to the end of the academic year, the preschool student shall lose their spot and the school may then extend an Invitation to Enroll to another child to fill this spot.

If a preschool student is not enrolled through the preschool lottery, the preschool student shall be entered into the school-side Lottery.

### **LOTTERY**

The lottery process shall commence within one week after the end of the open enrollment period. All students for whom an Intent to Enroll was received prior to the end of the open enrollment period and are eligible for enrollment will be assigned a unique number and placed on a list (by number). The list will be sorted using computer-generated,

randomized numbers. Each entry is assigned a Lottery ID from 1 to N depending on where they landed in the sort. The Lottery ID will be utilized for the upcoming academic year only. Enrollment vacancies will be filled by grade, beginning with the highest grade for which there is one or more vacancies, and will continue in descending order (grade eight, grade seven, grade six, and so forth) until all vacancies are filled for all grades. Following priority enrollment as noted above, enrollment invitations will be extended to students in order of their assigned Lottery ID (lowest to highest). To ensure authenticity and integrity of the lottery process, no less than two Directors of the Board and the principal or academic director will oversee the randomization of computer-generated Lottery ID assignments; the final sort will be printed and signed by all witnesses.

#### **ENROLLMENT ACCEPTANCE**

Upon receiving an Invitation to Enroll via telephone or email, the parent(s) or legal guardian(s) of the child(ren) shall provide verbal Enrollment Acceptance to the appropriate school contact no later than forty-eight hours after the enrollment invitation was extended. Signed Enrollment Acceptance and Open Enrollment forms shall be downloaded by the parent(s) or legal guardian(s) from the school's website and submitted to the school within one week of providing verbal acceptance. A student who accepts enrollment will be deemed a currently enrolled student, and that student's enrollment will continue beyond the current academic year, in accordance with the school's policies and procedures. If no verbal Enrollment Acceptance is received by the school within twenty-four hours from the time any child was extended an Invitation to Enroll, or an Enrollment Acceptance form was not submitted to the school within the time allowed, the school will assume the parent(s) or legal guardian(s) of the child(ren) have declined to enroll the child(ren) in the school, and the school may then extend an Invitation to Enroll to another child.

#### **VACANCIES**

When a vacancy is created prior to, during, or after the school year, the vacancy may or may not be filled, at the discretion of the Principal, in the event it is considered to be fiscally, logistically or otherwise in conflict with the school's ability to meet its mission and goals. If the school chooses to fill the vacancy, priority will be given as specified in the Priority Enrollment section of this document. An Invitation to Enroll will be extended to a child as described above. A student who fills a vacancy shall be deemed a currently enrolled student, and that student's enrollment shall continue beyond the current academic year, in accordance with the school's policies and procedures.

#### **DCSD OPEN ENROLLMENT POLICY**

By providing written Enrollment Acceptance to the school, the child(ren) will forfeit enrollment in their neighborhood school, as defined by DCSD open enrollment policies. Please see the DCSD website for details regarding their open enrollment policies.

#### **FOUNDING FAMILIES**

A Founding Family includes children in the household of the following individuals (or families). No additional founding families will be approved.

- Alexandra Harden
- Ali Sarouhan
- Amiee Godbout
- Amy Taylor
- Andrea & Jesse Day
- Angela Lujan
- Anita Raghunath (Raab family)
- Ann Citrin
- Becky Mayka
- Becky Mullen
- Brooke Montz
- Burgundy Hodge
- Carrie & John Keen
- Casey White
- Cheri & Steve Neill
- Diane Day
- Donna & Mitch Fillmore
- Dorothie (Dot) Hughes & Michael Werth
- Erin & Bob Salehiamin
- Genevieve Gibson & James McDermott
- Gretchen Testerman
- Heather Holmes
- Heather Salberg
- Hristina Shoemaker
- Ingrid Burke
- Jason Sanders
- Jason Sunahara
- Jeannie DeFore
- Jennifer Hicks
- Jennifer Torres

- Jessica Gimbel
- Jessica Nekouei
- Jessica Thiessen
- Jody Wolf
- Joel Sevinsky
- Juliette Shuler
- Kari & Ike Beers
- Katherine Thomas
- Katie & Tom Devlin
- Kimberly and Doug Blum
- Krista Schmidt
- Laura McGee
- Lisa Dietz
- Lisa DiLorenzo
- Lori Lambert
- Marla Bursch
- Matt and Trish Matherly
- Melanie Carney
- Melisa Liberman
- Michelle Bynum
- Missy Washeck
- Nikolaos Galatos
- Paige Brock
- Rebecca Jovanvich
- Rochelle Evans
- Roger & Lori Nagel
- Roma and Abhijit Sur
- Sabina Boeckman
- Sara Taylor
- Sasha Woodard

- Sebrina Ivey
- Shelly Dana
- Shenley Clark
- Spence Black
- Stacey Kimberly
- Staci Ferguson
- Stephanie Wight
- Steve Derdowski
- Susanne Smith
- Susie McCoy
- Tom and Kate Devlin
- Tony & Lacy Williams
- Ward Cerny

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**POLICY HISTORY:**

Original: approved by the board 9/4/2010

Revision 1: approved by the board 12/11/2010

Revision 2: approved by the board XX/XX/XXXX



## **Retreat Topics**

1. Principal evaluation for 2011-12 and compensation (executive session)
2. Principal evaluation standards for 2012-13 – Sanders
3. 2011-2012 Principal report – Barber
4. Finalize 2012-13 budget - Barber
5. Board organization
  - a. Board self-evaluation – Brock
  - b. Discuss role of board positions - Ferguson
  - c. Vote on board positions – Ferguson
6. School and board master calendar - Brock
  - a. PAC, PTO, STEM events for 2012-13
  - b. Board meetings for 2012-13
7. SAC survey results – Sunahara
  - a. Areas of improvement
  - b. Where do we go from here?
8. Middle school
  - a. Curriculum – Simpson/Cochrane
  - b. Technology - Sunahara/Cochrane
  - c. Camps/trips - Barber
9. Pay for performance - Barber
10. CLCS training – Sunahara
11. Robert’s rules of Order training - Sunahara
12. Committee evaluation & roles - Sanders
  - a. SAC
  - b. PAC
  - c. PTO
  - d. STEM
  - e. Finance
  - f. Athletics
  - g. Marketing
  - h. Fundraising
  - i. Traffic
  - j. Curriculum
13. Sports and Extracurricular activities – Cerny
14. Surplus, savings, and spending – Cerny
15. Strategic plan – Matherly
16. High school discussion – Sanders
  - a. Do we do a BFA high school?
  - b. Do we do a bigger school?
  - c. Do we want to build on what we’ve got?
17. Preschool integration – Becky
18. Buyout finances - Ward
19. Webpage/marketing – Becky
  - a. Classroom websites
  - b. Marketing initiatives

c. Marketing budget

**Ben Franklin Academy**  
**Profit & Loss**  
April 2012

**Ben Franklin Academy**

Monthly Comparison

	<u>Mar 12</u>	<u>Apr 12</u>
<b>Income</b>		
<b>1000 • Revenue - Local</b>		
1110 • Mill Levy/Override	20,131.49	20,131.49
<b>1300 • Tuition</b>		
Preschool Revenue		
Employee Discounts	-400.50	-400.50
Multiple Student Discount	-23.50	-23.50
Referral Discount	-65.70	-65.70
Preschool Revenue - Other	10,825.00	10,165.00
<b>Total Preschool Revenue</b>	<u>10,335.30</u>	<u>9,675.30</u>
1310 • Kindergarten	<u>21,430.00</u>	<u>22,230.00</u>
<b>Total 1300 • Tuition</b>	31,765.30	31,905.30
<b>1500 • Earnings on Investments</b>		
1510 • Interest	<u>6.38</u>	<u>7.04</u>
<b>Total 1500 • Earnings on Investments</b>	6.38	7.04
<b>1700 • Activities</b>		
1740 • Fees		
b • Grades K-6	80.00	0.00
1740 • Fees - Other	<u>25.00</u>	<u>10.00</u>
<b>Total 1740 • Fees</b>	105.00	10.00
1750 • Fund Raisers	<u>0.00</u>	<u>4,900.00</u>
<b>Total 1750 • Fund Raisers</b>	0.00	4,900.00
<b>1790 • Other Pupil Income</b>		
Art-Original Artwork	73.75	0.00
Field Trips	0.00	0.00
1st Grade	0.00	558.00
2nd Grade	0.00	614.30
4th Grade	0.00	160.00
5th Grade	0.00	720.00
Kindergarten	0.00	1,633.35
6th Grade	<u>806.50</u>	<u>0.00</u>
<b>Total Field Trips</b>	<u>806.50</u>	<u>3,685.65</u>
<b>Total 1790 • Other Pupil Income</b>	<u>880.25</u>	<u>3,685.65</u>
<b>Total 1700 • Activities</b>	985.25	8,595.65
<b>1800 • Community Services Activities</b>		
1820 • Extended-Day Programs		
Employee Discount	-173.75	-148.75
1820 • Extended-Day Programs - Other	<u>5,613.00</u>	<u>5,513.00</u>
<b>Total 1820 • Extended-Day Programs</b>	5,439.25	5,364.25
1830 • Day Care		

\$4000 Private donation/\$900 Business

# Ben Franklin Academy Profit & Loss

April 2012

## Ben Franklin Academy

	Mar 12	Apr 12
<b>BASE</b>	<b>3,219.00</b>	<b>2,579.00</b>
<b>Total 1830 - Day Care</b>	<b>3,219.00</b>	<b>2,579.00</b>
<b>Total 1800 - Community Services Activities</b>	<b>8,658.25</b>	<b>7,943.25</b>
<b>1900 - Other Local Revenue</b>		
1910 - Facilities Rental	0.00	580.00
1922 - Gifts/Contributions	20.00	0.00
<b>Total 1900 - Other Local Revenue</b>	<b>20.00</b>	<b>580.00</b>
<b>Total 1000 - Revenue - Local</b>	<b>61,566.67</b>	<b>69,162.73</b>
<b>3000 - Revenue - State</b>		
3100 - Capital Reserve	4,082.00	4,082.00
3900 - Grant Funding-CDE	0.00	26,587.00 iPad purchases
<b>Total 3000 - Revenue - State</b>	<b>4,082.00</b>	<b>30,669.00</b>
<b>5000 - Revenue - Other Sources</b>		
5710 - Per Pupil Revenue	311,767.00	311,767.00
<b>Total 5000 - Revenue - Other Sources</b>	<b>311,767.00</b>	<b>311,767.00</b>
<b>Total Income</b>	<b>377,415.67</b>	<b>411,598.73</b>
<b>Expense</b>		
<b>0100 - Payroll Expenses</b>		
<b>0110 - Regular Employees</b>		
Administration	12,833.34	14,333.34
Base	1,825.00	1,600.00
Educational Assistants/Hourly	12,515.00	9,707.50
Preschool		
Substitutes	303.75	191.26
Preschool - Other	6,041.68	6,041.68
<b>Total Preschool</b>	<b>6,345.43</b>	<b>6,232.94</b>
Reading Specialists	5,312.33	5,231.33
Specials	9,125.00	9,125.00
SPED	3,567.98	2,533.55
Support	9,232.33	9,123.08
Teachers - Kindergarten	19,916.67	19,916.67
Teachers 1-6	62,528.92	62,528.92
Technology	3,666.67	3,666.67
<b>Total 0110 - Regular Employees</b>	<b>146,868.67</b>	<b>143,999.00</b>
<b>0120 - Substitutes/Temporary</b>		
Substitute Teachers	720.00	1,074.38
<b>Total 0120 - Substitutes/Temporary</b>	<b>720.00</b>	<b>1,074.38</b>
<b>0150 - Additional/Extra Duties</b>		
Other	1,026.75	0.00
0140 - Leave	0.00	620.70
0150 - Additional/Extra Duties - Other	724.40	1,140.25
<b>Total 0150 - Additional/Extra Duties</b>	<b>1,751.15</b>	<b>1,760.95</b>

# Ben Franklin Academy Profit & Loss

April 2012

## Ben Franklin Academy

	Mar 12	Apr 12
<b>Total 0100 - Payroll Expenses</b>	<b>149,339.82</b>	<b>146,834.33</b>
<b>0200 - Employee Benefits</b>		
<b>0220 - Federally Mandated Insur</b>		
0221 - Medicare	2,092.83	2,067.01
<b>Total 0220 - Federally Mandated Insur</b>	<b>2,092.83</b>	<b>2,067.01</b>
<b>0230 - CO PERA</b>	<b>22,588.17</b>	<b>22,309.43</b>
<b>0250 - Health Benefits</b>		
Flexible Spending	250.00	125.00
Trust Fund/24 Hour Flex		300.00
0251 - Health	3,977.74	3,996.77
0252 - Dental	1,559.13	1,559.13
0253 - Vision	249.25	249.25
<b>Total 0250 - Health Benefits</b>	<b>6,036.12</b>	<b>6,230.15</b>
<b>Total 0200 - Employee Benefits</b>	<b>30,717.12</b>	<b>30,606.59</b>
<b>0300 - Professional and Technical Svcs</b>		
<b>0313 - Bank/Payroll Fees</b>		
Dues/Fees		
Payment/CC Fees		
Billing Solutions Fees	663.43	586.92
IPN Fees	37.53	36.32
<b>Total Payment/CC Fees</b>	<b>700.96</b>	<b>623.24</b>
Dues/Fees - Other	0.00	102.31
<b>Total Dues/Fees</b>	<b>700.96</b>	<b>725.55</b>
Licensing-BASE	0.00	395.00
Licensing-Preschool	133.00	125.00
0313 - Bank/Payroll Fees - Other	292.18	312.45
<b>Total 0313 - Bank/Payroll Fees</b>	<b>1,126.14</b>	<b>1,558.00</b>
<b>0320 - Professional Development</b>	<b>137.31</b>	<b>25.00</b>
<b>0330 - Other Professional Svcs</b>		
0331 - Legal Services	846.00	0.00
<b>Total 0330 - Other Professional Svcs</b>	<b>846.00</b>	<b>0.00</b>
<b>Total 0300 - Professional and Technical Svcs</b>	<b>2,109.45</b>	<b>1,583.00</b>
<b>0400 - Purchased Property Services</b>		
<b>0410 - Utility Services</b>		
0411 - Water/Sewage	0.00	311.46
<b>0410 - Utility Services</b>	<b>0.00</b>	<b>311.46</b>
<b>0420 - Cleaning Services</b>		
0421 - Trash Disposal	209.93	208.25
0423 - Building Cleaning	4,709.10	4,857.95
0424 - Lawn Care	7,875.00	11,575.00
<b>Total 0420 - Cleaning Services</b>	<b>12,794.03</b>	<b>16,641.20</b>
<b>0430 - Repair and Maintenance</b>		
Building Maintenance	992.00	420.00

# Ben Franklin Academy Profit & Loss

April 2012

## Ben Franklin Academy

	Mar 12	Apr 12
Fire & Security	90.00	290.00
0430 · Repair and Maintenance - Other	225.00	600.00
<b>Total 0430 · Repair and Maintenance</b>	<b>1,307.00</b>	<b>1,310.00</b>
<b>0440 · Rentals</b>		
0441 · Land and Buildings		
Ground Lease	9,922.50	9,922.50
Rent	66,863.98	65,368.14
<b>Total 0441 · Land and Buildings</b>	<b>76,786.48</b>	<b>75,290.64</b>
0442 · Equipment	2,442.91	1,205.36
0444 · Buses - DCS	0.00	1,754.35
<b>Total 0440 · Rentals</b>	<b>79,229.39</b>	<b>78,250.35</b>
<b>Total 0400 · Purchased Property Services</b>	<b>93,330.42</b>	<b>96,513.01</b>
<b>0500 · Purchased Services</b>		
DCS Purchased Services		
Assessments	742.73	742.73
Health Services Oversight	1,471.97	1,471.97
Infinite Campus	939.25	939.25
Liaison	1,561.56	1,561.56
Media Services	469.63	469.63
Qwest Geomax	1,498.00	1,498.00
Special Ed	27,927.52	27,927.52
Spelling Bee	5.00	5.00
<b>Total DCS Purchased Services</b>	<b>34,615.66</b>	<b>34,615.66</b>
<b>0511 · Field Trip Expenses</b>		
4th Grade	0.00	1,161.80
5th Grade	0.00	10.00
Kindergarten	170.00	170.00
Scholarships/Tuition	0.00	15.00
<b>Total 0511 · Field Trip Expenses</b>	<b>170.00</b>	<b>1,356.80</b>
<b>0520 · Insurance Premiums</b>		
0521 · Liability Insurance		
General Liability	0.00	793.92
Umbrella Insurance	0.00	85.75
<b>Total 0521 · Liability Insurance</b>	<b>0.00</b>	<b>879.67</b>
0522 · Fire & Security	0.00	76.00
<b>Total 0522 · Fire &amp; Security</b>	<b>0.00</b>	<b>76.00</b>
<b>0525 · Unemployment Insurance</b>		
FUTA	117.97	156.26
SUI	3,318.65	-2,281.13
<b>Total 0525 · Unemployment Insurance</b>	<b>3,436.62</b>	<b>-2,124.87</b>
0526 · Workers' Compensation	850.10	850.10
<b>Total 0520 · Insurance Premiums</b>	<b>4,286.72</b>	<b>-319.10</b>
<b>0530 · Communications</b>		

Refund from ADP transition

# Ben Franklin Academy Profit & Loss

April 2012

## Ben Franklin Academy

	Mar 12	Apr 12
0531 · Telephone/Facsimilie	225.84	35.98
0533 · Postage	50.00	105.00
<b>Total 0530 · Communications</b>	<b>275.84</b>	<b>140.98</b>
0540 · Advertising	36.17	465.26
0550 · Printing/Binding/Duplicating	0.00	15.26
0590 · Other Purchased Services	22.51	0.00
<b>Total 0500 · Purchased Services</b>	<b>39,406.90</b>	<b>36,274.86</b>
<b>0600 · Supplies</b>		
<b>0610 · General Supplies</b>		
Admin		
Custodial Supplies	835.45	444.08
SPED	159.78	403.29
Admin - Other	914.24	-320.71
<b>Total Admin</b>	<b>1,909.47</b>	<b>526.66</b>
Preschool		
Classroom Supplies-Preschool		
PC Funds	48.50	0.00
Classroom Supplies-Preschool - Other	182.30	292.52
<b>Total Classroom Supplies-Preschool</b>	<b>230.80</b>	<b>292.52</b>
Office Supplies-Preschool	39.99	0.00
<b>Total Preschool</b>	<b>270.79</b>	<b>292.52</b>
<b>Total 0610 · General Supplies</b>	<b>2,180.26</b>	<b>819.18</b>
<b>0615 · Educational Supplies</b>		
Grant Expenses/Supplies	845.76	116.41
<b>01 · First Grade</b>		
Craig Macias	51.26	47.18
Kacie Holden	547.78	157.37
Kerrie Maas-Baldwin	30.84	135.43
Sarah Carpenter	126.12	150.90
<b>Total 01 · First Grade</b>	<b>756.00</b>	<b>490.88</b>
<b>02 · Second Grade</b>		
Kassie DeBesche	282.67	42.82
Kelly Whelan	63.28	496.91
Melinda Walter	120.16	212.47
Nicole Harms	108.38	418.80
<b>Total 02 · Second Grade</b>	<b>574.49</b>	<b>1,171.00</b>
<b>03 · Third Grade</b>		
Corey Burgesser	40.48	81.22
Katie Murphy	44.76	213.04
Katie Stolk	31.92	71.14
Kevin Knudsen	105.63	65.88
<b>Total 03 · Third Grade</b>	<b>222.79</b>	<b>431.28</b>
<b>04 · Fourth Grade</b>		

# Ben Franklin Academy Profit & Loss

April 2012

## Ben Franklin Academy

	Mar 12	Apr 12
Emily Ward	125.12	49.73
Karen Tenney	162.81	52.95
Kristen Donhowe	70.02	420.62
Laura Goldin	195.81	110.27
<b>Total 04 - Fourth Grade</b>	<b>553.76</b>	<b>633.57</b>
<b>05 - Fifth Grade</b>		
Chris Harvey	57.17	173.23
Linda Wilson	9.64	33.14
<b>Total 05 - Fifth Grade</b>	<b>66.81</b>	<b>206.37</b>
<b>06 - Sixth Grade</b>		
Janelle Page	0.00	374.95
Jason Cochrane	44.56	180.72
<b>Total 06 - Sixth Grade</b>	<b>44.56</b>	<b>555.67</b>
<b>10 - Specials</b>		
Ali Hinkle	450.00	0.00
Brenda Bauer	202.87	0.00
<b>Total 10 - Specials</b>	<b>652.87</b>	<b>0.00</b>
<b>K - Kindergarten AM/PM</b>		
Kayla Oakley	0.00	0.00
Tiffany Saleh	109.21	255.80
<b>Total K - Kindergarten AM/PM</b>	<b>109.21</b>	<b>255.80</b>
<b>KF - Kindergarten Full Day</b>		
Brittany Klee	6.34	24.66
Emily Manion	129.58	183.46
Rhonda Walton	17.04	6.48
Susan Klee	23.14	18.72
<b>Total KF - Kindergarten Full Day</b>	<b>176.10</b>	<b>233.32</b>
<b>RD - Reading</b>		
Take Flight-S Harrell	35.69	0.00
<b>Total RD - Reading</b>	<b>35.69</b>	<b>0.00</b>
<b>Total 0615 - Educational Supplies</b>	<b>4,038.04</b>	<b>4,094.30</b>
<b>0620 - Energy</b>		
0621 - Natural Gas	1,079.14	294.30
0622 - Electricity	50.02	62.84
<b>Total 0620 - Energy</b>	<b>1,129.16</b>	<b>357.14</b>
<b>0640 - Books and Periodicals</b>		
Book/Periodicals	75.13	0.00
Curriculum	0.00	-7,498.27
Shipping/Handling/Freight	882.58	60.38
0640 - Books and Periodicals - Other	77.36	
<b>Total 0640 - Books and Periodicals</b>	<b>1,035.07</b>	<b>-7,437.89</b>
<b>0650 - Electronic Media Materials</b>	<b>1,122.89</b>	<b>0.00</b>

\* Refund for D'Nealian plus \$915  
new purchases



# Ben Franklin Academy Profit & Loss

April 2012

## Ben Franklin Academy

	Mar 12	Apr 12
Total 0600 · Supplies	9,505.42	-2,167.27
0700 · Property		
0730 · Equipment		
0733 · Furniture and Fixtures	1,198.20	135.09
0734 · Technology Equipment	2,188.48	24,948.00 iPad Purchase
Total 0730 · Equipment	3,386.68	25,083.09
Total 0700 · Property	3,386.68	25,083.09
0800 · Other Types of Expenses		
Sales Tax	0.00	-2.40
0890 · Miscellaneous Expenditures	239.18	312.38
Total 0800 · Other Types of Expenses	239.18	309.98
Total Expense	328,034.99	335,037.59
Net Income	49,380.68	76,561.14

Ben Franklin Academy  
**Weekly Cash Flow Projection**  
 May 08 through June 23, 2012

	Current Week	5/13/12	5/20/12	5/27/12	6/3/12	6/10/12	6/17/12
Cash:							
Beginning Cash	386,631	386,461	400,461	514,897	430,269	430,269	420,458
Cash Receipts	0	25,000	335,980	15,580	0	0	0
Adjustments	0	0	0	0	0	0	0
Total Cash	386,631	411,461	736,441	530,477	430,269	430,269	420,458
Business Expenses:							
TABOR	0	0	0	11,000	0	0	0
Reserves	0	0	0	10,000	0	0	0
Salaries	0	0	146,800	0	0	0	0
Medicare	0	0	2,129	0	0	0	0
Medical/Dental/Vision/PERA	0	0	38,000	0	0	0	0
Ground/Bldg Lease	0	0	0	76,571	0	0	0
Purchased Services/DCSD	0	0	34,615	0	0	0	0
Unemployment Insurance	0	0	0	0	0	3,950	0
Workers Comp	0	0	0	0	0	861	0
CC Purchases	0	6,000	0	0	0	0	0
Miscellaneous	0	5,000	0	0	0	5,000	0
Pearson-DRA	0	0	0	2,506	0	0	0
Academic Therapy Pub	0	0	0	131	0	0	0
Adjustments	0	0	0	0	0	0	0
Total Business Expenses	0	11,000	221,544	100,208	0	9,811	0
Cash Available for Disbursement	386,631	400,461	514,897	430,269	430,269	420,458	420,458
Accounts Payable:							
The Playmakers	170	0	0	0	0	0	0
Adjustments	0	0	0	0	0	0	0
Total Accounts Payable	170	0	0	0	0	0	0
Ending Cash Balance	386,461	400,461	514,897	430,269	430,269	420,458	420,458



# Ben Franklin Academy

## Balance Sheet

4/30/2012

Accrual Basis

	Apr 30, 12
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
8101 - Cash	461,120.02
Total Checking/Savings	461,120.02
Accounts Receivable	
8153 - Accounts Receivable	12,405.30
Total Accounts Receivable	12,405.30
Other Current Assets	
Undeposited Funds	4,172.50
Total Other Current Assets	4,172.50
Total Current Assets	477,697.82
<b>Other Assets</b>	
9000 - Reserves	
9001 - Contingency Reserve	91,858.75
9002 - Revenue Stabilization Act TABOR	110,523.98
Total Other Assets	202,382.73
<b>TOTAL ASSETS</b>	<b>680,080.55</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Credit Cards	
Credit Cards	1,023.84
Total Credit Cards	1,023.84
Other Current Liabilities	
7400 - Current Liabilities	160,255.92
Total Other Current Liabilities	160,255.92
Total Current Liabilities	161,279.76
Total Liabilities	161,279.76
<b>Equity</b>	
Opening Balance Equity	(28,185.27)
Net Income	546,986.06
Total Equity	518,800.79
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>680,080.55</b>



## Ben Franklin Academy

### Income Statement

4/1/2012 - 4/30/2012

Accrual Basis

	<b>Apr 12</b>
<b>Income</b>	
1000 · Revenue - Local	69,162.73
3000 · Revenue - State	30,669.00
5000 · Revenue - Other Sources	311,767.00
<b>Total Income</b>	<b>411,598.73</b>
<b>Gross Profit</b>	<b>411,598.73</b>
<b>Expense</b>	
0100 · Payroll Expenses	146,834.33
0200 · Employee Benefits	30,606.59
0300 · Professional and Technical Svcs	1,583.00
0400 · Purchased Property Services	96,513.01
0500 · Purchased Services	36,274.86
0600 · Supplies	-2,167.27
0700 · Property	25,083.09
0800 · Other Types of Expenses	309.98
<b>Total Expense</b>	<b>335,037.59</b>
<b>Net Income</b>	<b>76,561.14</b>



## Ben Franklin Academy

### Income Statement

4/1/2012 - 4/30/2012

Accrual Basis

	<u>Apr 12</u>
<b>Income</b>	
1000 - Revenue - Local	
1110 - Mill Levy/Override	20,131.49
1300 - Tuition	
Preschool Revenue	
Employee Discounts	-400.50
Multiple Student Discount	-23.50
Referral Discount	-65.70
Preschool Revenue - Other	10,165.00
Total Preschool Revenue	9,675.30
1310 - Kindergarten	
1310 - Kindergarten - Other	22,230.00
Total 1310 - Kindergarten	22,230.00
Total 1300 - Tuition	31,905.30
1500 - Earnings on Investments	
1510 - Interest	7.04
Total 1500 - Earnings on Investments	7.04
1700 - Activities	
1740 - Fees	
1740 - Fees - Other	10.00
Total 1740 - Fees	10.00
1750 - Fund Raisers	4,900.00
1790 - Other Pupil Income	
Field Trips	
1st Grade	558.00
2nd Grade	614.30
4th Grade	160.00
5th Grade	720.00
Kindergarten	1,633.35
Field Trips - Other	0.00
Total Field Trips	3,685.65
Total 1790 - Other Pupil Income	3,685.65
Total 1700 - Activities	8,595.65
1800 - Community Services Activities	
1820 - Extended-Day Programs	
Employee Discount	-148.75
1820 - Extended-Day Programs - Other	5,513.00
Total 1820 - Extended-Day Programs	5,364.25
1830 - Day Care	
BASE	2,579.00
Total 1830 - Day Care	2,579.00
Total 1800 - Community Services Activities	7,943.25
1900 - Other Local Revenue	
1910 - Facilities Rental	580.00
Total 1900 - Other Local Revenue	580.00
Total 1000 - Revenue - Local	69,162.73
3000 - Revenue - State	
3100 - Capital Reserve	4,082.00
3900 - Grant Funding-CDE	26,587.00
Total 3000 - Revenue - State	30,669.00
5000 - Revenue - Other Sources	
5710 - Per Pupil Revenue	311,767.00
Total 5000 - Revenue - Other Sources	311,767.00
Total Income	411,598.73
Gross Profit	411,598.73

## Expense

0100 - Payroll Expenses	
0110 - Regular Employees	
Administration	14,333.34
Base	1,600.00
Educational Assistants/Hourly	9,707.50
Preschool	
Substitutes	191.26
Preschool - Other	6,041.68
Total Preschool	6,232.94
Reading Specialists	5,231.33
Specials	9,125.00
SPED	2,533.55
Support	9,123.08
Teachers - Kindergarten	19,916.67
Teachers 1-6	62,528.92
Technology	3,666.67
Total 0110 - Regular Employees	143,999.00
0120 - Substitutes/Temporary	
Substitute Teachers	1,074.38
Total 0120 - Substitutes/Temporary	1,074.38
0140 - Leave	620.70
0150 - Additional/Extra Duties	
Other	1,140.25
Total 0150 - Additional/Extra Duties	1,140.25
Total 0100 - Payroll Expenses	146,834.33
0200 - Employee Benefits	
0220 - Federally Mandated Insur	
0221 - Medicare	2,067.01
Total 0220 - Federally Mandated Insur	2,067.01
0230 - CO PERA	22,309.43
0250 - Health Benefits	
Flexible Spending	125.00
Trust Fund/24 Hour Flex	300.00
0251 - Health	3,996.77
0252 - Dental	1,559.13
0253 - Vision	249.25
Total 0250 - Health Benefits	6,230.15
Total 0200 - Employee Benefits	30,606.59
0300 - Professional and Technical Svcs	
0313 - Bank/Payroll Fees	
Dues/Fees	
Payment/CC Fees	
Billing Solutions Fees	586.92
IPN Fees	36.32
Total Payment/CC Fees	623.24
Dues/Fees - Other	102.31
Total Dues/Fees	725.55
Licensing-BASE	395.00
Licensing-Preschool	125.00
0313 - Bank/Payroll Fees - Other	312.45
Total 0313 - Bank/Payroll Fees	1,558.00
0320 - Professional Development	
0320 - Professional Development - Other	25.00
Total 0320 - Professional Development	25.00
Total 0300 - Professional and Technical Svcs	1,583.00
0400 - Purchased Property Services	
0410 - Utility Services	
0411 - Water/Sewage	311.46
Total 0410 - Utility Services	311.46

0420 · Cleaning Services	
0421 · Trash Disposal	208.25
0423 · Building Cleaning	4,857.95
0424 · Lawn Care	11,575.00
Total 0420 · Cleaning Services	16,641.20
0430 · Repair and Maintenance	
Building Maintenance	420.00
Fire & Security	290.00
0430 · Repair and Maintenance - Other	600.00
Total 0430 · Repair and Maintenance	1,310.00
0440 · Rentals	
0441 · Land and Buildings	
Ground Lease	9,922.50
Rent	65,368.14
Total 0441 · Land and Buildings	75,290.64
0442 · Equipment	1,205.36
0444 · Buses - DCS	1,754.35
Total 0440 · Rentals	78,250.35
Total 0400 · Purchased Property Services	96,513.01
0500 · Purchased Services	
DCS Purchased Services	
Assessments	742.73
Health Services Oversight	1,471.97
Infinite Campus	939.25
Liaison	1,561.56
Media Services	469.63
Qwest Geomax	1,498.00
Special Ed	27,927.52
Spelling Bee	5.00
Total DCS Purchased Services	34,615.66
0511 · Field Trip Expenses	
4th Grade	1,161.80
5th Grade	10.00
Kindergarten	170.00
Scholarships/Tuition	15.00
Total 0511 · Field Trip Expenses	1,356.80
0520 · Insurance Premiums	
0521 · Liability Insurance	
General Liability	793.92
Umbrella Insurance	85.75
Total 0521 · Liability Insurance	879.67
0522 · Fire & Security	76.00
0525 · Unemployment Insurance	
FUTA	156.26
SUI	-2,281.13
Total 0525 · Unemployment Insurance	-2,124.87
0526 · Workers' Compensation	850.10
Total 0520 · Insurance Premiums	-319.10
0530 · Communications	
0531 · Telephone/Facsimilie	35.98
0532 · Postage Machine Rental	105.00
Total 0530 · Communications	140.98
0540 · Advertising	465.26
0550 · Printing/Binding/Duplicating	15.26
Total 0500 · Purchased Services	36,274.86
0600 · Supplies	
0610 · General Supplies	
Admin	
Custodial Supplies	444.08
SPED	403.29
Admin - Other	-320.71
Total Admin	526.66

Preschool	
Classroom Supplies-Preschool	
Classroom Supplies-Preschool	292.52
Total Classroom Supplies-Preschool	292.52
Total Preschool	292.52
Total 0610 - General Supplies	819.18
0615 - Educational Supplies	
Grant Expenses/Supplies	116.41
01 - First Grade	
Craig Macias	47.18
Kacie Holden	157.37
Kerrie Maas-Baldwin	135.43
Sarah Carpenter	150.90
Total 01 - First Grade	490.88
02 - Second Grade	
Kassie DeBesche	42.82
Kelly Whelan	496.91
Melinda Walter	212.47
Nicole Harms	418.80
Total 02 - Second Grade	1,171.00
03 - Third Grade	
Corey Burgessser	81.22
Katie Murphy	213.04
Katie Stolk	71.14
Kevin Knudsen	65.88
Total 03 - Third Grade	431.28
04 - Fourth Grade	
Emily Ward	49.73
Karen Tenney	52.95
Kristen Donhowe	420.62
Laura Goldin	110.27
Total 04 - Fourth Grade	633.57
05 - Fifth Grade	
Chris Harvey	173.23
Linda Wilson	33.14
Total 05 - Fifth Grade	206.37
06 - Sixth Grade	
Janelle Page	374.95
Jason Cochrane	180.72
Total 06 - Sixth Grade	555.67
K - Kindergarten AM/PM	
Kayla Oakley	0.00
Tiffany Saleh	255.80
Total K - Kindergarten AM/PM	255.80
KF - Kindergarten Full Day	
Brittany Klee	24.66
Emily Manion	183.46
Rhonda Walton	6.48
Susan Klee	18.72
Total KF - Kindergarten Full Day	233.32
Total 0615 - Educational Supplies	4,094.30
0620 - Energy	
0621 - Natural Gas	294.30
0622 - Electricity	62.84
Total 0620 - Energy	357.14
0640 - Books and Periodicals	
Curriculum	
Curriculum - Other	-7,498.27
Total Curriculum	-7,498.27
Shipping/Handling/Freight	60.38
Total 0640 - Books and Periodicals	-7,437.89
Total 0600 - Supplies	-2,167.27



0700 - Property	
0730 - Equipment	
0731 - Machinery	135.09
0734 - Technology Equipment	24,948.00
Total 0730 - Equipment	<u>25,083.09</u>
Total 0700 - Property	25,083.09
0800 - Other Types of Expenses	
0890 - Miscellaneous Expenditures	
Sales Tax	-2.40
0890 - Miscellaneous Expenditures - Other	312.38
Total 0890 - Miscellaneous Expenditures	<u>309.98</u>
Total 0800 - Other Types of Expenses	<u>309.98</u>
Total Expense	<u>335,037.59</u>
Net Income	<u><u>76,561.14</u></u>



## Ben Franklin Academy Income Statement

April 30, 2012

	<u>Apr 12</u>	<u>May 12</u>	<u>Jun 12</u>	<u>4Q 2012</u>
<b>Income</b>				
1000 · Revenue - Local	69,162.73			69,162.73
3000 · Revenue - State	30,669.00			30,669.00
5000 · Revenue - Other Sources	311,767.00			311,767.00
<b>Total Income</b>	<u>411,598.73</u>	<u>0.00</u>	<u>0.00</u>	<u>411,598.73</u>
<b>Expense</b>				
0100 · Payroll Expenses	146,834.33			146,834.33
0200 · Employee Benefits	30,606.59			30,606.59
0300 · Professional and Technical Svcs	1,583.00			1,583.00
0400 · Purchased Property Services	96,513.01			96,513.01
0500 · Purchased Services	36,274.86			36,274.86
0600 · Supplies	-2,167.27			(2,167.27)
0700 · Property	25,083.09			25,083.09
0800 · Other Types of Expenses	309.98			309.98
<b>Total Expense</b>	<u>335,037.59</u>	<u>0.00</u>	<u>0.00</u>	<u>335,037.59</u>
<b>Net Income</b>	<u><u>76,561.14</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>76,561.14</u></u>



## Ben Franklin Academy

### Budget To Actual

7/1/2011 to 4/30/2012

Accrual Basis

	Jul '11 - Apr 12	Budget	% of Budget
<b>Income</b>			
1000 • Revenue - Local	749,352.99	747,830.00	100.2%
3000 • Revenue - State	261,180.68	243,636.00	107.2%
4000 • Revenue - Federal	0.00	4,501.00	0.0%
5000 • Revenue - Other Sources	3,003,921.90	3,562,384.00	84.32%
<b>Total Income</b>	<b>4,014,455.57</b>	<b>4,558,351.00</b>	<b>88.07%</b>
<b>Gross Profit</b>	<b>4,014,455.57</b>	<b>4,558,351.00</b>	<b>88.07%</b>
<b>Expense</b>			
0100 • Payroll Expenses	1,350,391.06	1,453,693.00	92.89%
0200 • Employee Benefits	242,105.41	303,658.00	79.73%
0300 • Professional and Technical Svcs	41,571.63	72,500.00	57.34%
0400 • Purchased Property Services	714,343.09	882,232.00	80.97%
0500 • Purchased Services	426,924.66	503,791.00	84.74%
0600 • Supplies	350,180.75	414,572.00	84.47%
0700 • Property	335,917.48	390,789.00	85.96%
0800 • Other Types of Expenses	6,035.43	100.00	6,035.43%
<b>Total Expense</b>	<b>3,467,469.51</b>	<b>4,021,335.00</b>	<b>86.23%</b>
<b>Net Income</b>	<b>546,986.06</b>	<b>537,016.00</b>	<b>101.86%</b>



**Ben Franklin Academy**  
**A/P Aging Summary**  
As of April 30, 2012

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00



## Ben Franklin Academy

### Budget To Actual - Preschool

as of 4/30/2012

Accrual Basis

	Jul '11 - Apr 12	Budget	% of Budget
<b>Income</b>			
<b>1000 · Revenue - Local</b>	148,827.67	140,410.00	106.0%
<b>Total Income</b>	148,827.67	140,410.00	106.0%
<b>Gross Profit</b>	148,827.67	140,410.00	106.0%
<b>Expense</b>			
<b>0100 · Payroll Expenses</b>	57,776.80	72,525.00	79.67%
<b>0200 · Employee Benefits</b>	9,582.33	11,604.00	82.58%
<b>0300 · Professional and Technical Svcs</b>	2,449.51	2,500.00	97.98%
<b>0500 · Purchased Services</b>	1,811.78	1,747.00	103.71%
<b>0600 · Supplies</b>	5,237.15	10,400.00	50.36%
<b>0700 · Property</b>	21,917.83	22,000.00	99.63%
<b>0800 · Other Types of Expenses</b>	60.59	100.00	60.59%
<b>Total Expense</b>	98,835.99	120,876.00	81.77%
<b>Net Income</b>	<b>49,991.68</b>	<b>19,534.00</b>	<b>255.92%</b>

Uncleared Transactions

Apr-12

TYPE	DATE	NUM	NAME	AMT	BALANCE
------	------	-----	------	-----	---------



Prepared  
03/01/12  
David McBride

## Ben Franklin Academy Phase 2

Skywire	QTY	Cost/unit	EXT PRICE	Highmark	BFA	
APC UPS (Battery backup)	2	\$1,800.00	\$3,600.00		2	\$3,600.00 UPS 3000 for the server rack
Extricom Wireless-N (8 Port)	2	\$6,690.00	\$13,380.00	2	\$13,380.00	
Extricom Wireless-N AP (Access Points)	13	\$790.00	\$10,270.00	13	\$10,270.00	
Outdoor Access Point	4	\$120.00	\$480.00		4	\$480.00 this is for carpool
Copper GBICS	4	\$120.00	\$480.00	4	\$480.00	
Unmanaged 24 port switch	2	\$118.00	\$236.00		2	\$236.00 tech lab
Cables	0	\$2.59	\$0.00	0	\$0.00	
Student Cables	0	\$2.59	\$0.00	0	\$0.00	
Network Installation Labor	75	\$85.00	\$6,375.00	75	\$6,375.00	
Travel	4	\$600.00	\$2,400.00	4	\$2,400.00	
<b>Total Network</b>			<b>\$37,221.00</b>	<b>\$32,905.00</b>		
<b>Wiring</b>						
48 port patch panel	1	included		1		
Cat5e Drops	97	\$80.00	\$7,760.00	97	\$7,760.00	could go down
Cat6e Drops	8	\$95.00	\$760.00	8	\$760.00	
Wall Plates and Misc	172	included	\$0.00	172		
<b>Total IT infrastructure</b>			<b>\$45,741.00</b>	<b>\$41,425.00</b>	<b>\$0.00</b>	
<b>Phones</b>						
Phone Handsets	17	\$171.00	\$2,907.00		17	\$2,907.00 13 for class + 4 offices
Hallway Voip Speakers	4	\$340.00	\$1,360.00	4	\$1,360.00	13 for class + 4 for hallways
Phone POE	2	\$550.00	\$1,100.00		2	\$1,100.00 phones + speakers
Phone/Intercom Installation	5	\$65.00	\$325.00	5	\$325.00	dawn does the phone
<b>Total</b>			<b>\$5,692.00</b>	<b>\$1,685.00</b>	<b>\$4,007.00</b>	
<b>Interactive Boards/Doceri</b>						
Doceri License	0	\$50.00	\$0.00		0	\$0.00
Apple TV & shipping	0	\$109.00	\$0.00		0	\$0.00
Projectors 2500 lumens w/HDMI	13	\$620.00	\$8,060.00		13	\$8,060.00
projector mounts	13	\$250.00	\$3,250.00		13	\$3,250.00
HDMI point to point w/ wall plate	13	\$98.00	\$1,274.00		13	\$1,274.00
HDMI 30" Cable	13	\$59.00	\$767.00		13	\$767.00
HDMI 3"	26	\$9.00	\$234.00		26	\$234.00
HDMI switch 5/1 w/remote	0	\$99.00	\$0.00		0	\$0.00
Document camera	12	\$500.00	\$6,000.00		12	\$6,000.00 We don't need this for the common room
Installation	12	\$399.00	\$4,788.00	13	\$5,187.00	
<b>Total</b>			<b>\$24,373.00</b>	<b>\$5,187.00</b>	<b>\$19,585.00</b>	
<b>Audio Enhancement</b>						
LA20 Pal System with Four Ceiling Speakers	12	\$1,225.00	\$14,700.00		12	\$14,700.00
LA50 for Common room	1	\$1,337.00	\$1,337.00		1	\$1,337.00
Shipping	13	\$45.00	\$585.00	13	\$585.00	
Installation	13	\$200.00	\$2,600.00	13	\$2,600.00	
<b>Total</b>			<b>\$19,222.00</b>	<b>\$3,185.00</b>	<b>\$16,037.00</b>	
<b>Total</b>			<b>\$95,028.00</b>	<b>\$51,482.00</b>	<b>\$39,629.00</b>	

We need to  
drive this down  
to \$50K

We are  
spending \$67K  
on ipads from  
the grant. Can  
we spend some  
or all of that  
here?

**\$112,761.30** **\$52,836.30** **\$60,564.00**

## PAC Policy Log

Date Rec'd	Date/PAC Response	PAC	Parent	Via	Category	Comments/ Concerns	Response
2/10/2012	NA	NA	anonymous	Feedback Cards	Carpool	Parent is concerned about cell phone usage in carpool without repercussions/consequences. Repeat offenders will continue to use phones if there is not a penalty i.e. lose carpool privileges for a week and force offender to have to park offsite and walk in to pick-up kids.	
3/12/2012	na	NA	Chris Eubanks	email	Carpool	cc: of email sent to Mr. Barber. Parent is upset about the actions of the traffic person in carpool. Parent and traffic person had a heated discussion in the morning carpool	n/a since this email awas sent directly to Mr. Barber
3/26/2012	3/28/2012	Andrea Day	Lisa Fischer	Email	Delay School year 2012-13 and childcare	Incoming parent would like more information about the research that the PAC has done on childcare options in August.	Indicated to parent that the PAC is not researching options for childcare this year, but sent her the researach that was done last year. Told parent that Lone Tree Rec center may be an option for childcare as other parents have been in contact with them.
4/11/2012	4/11/2012	Susie McCoy	Mary Hoffman	Email	Uniform	Extreme Dislike of the uniform policy. 1) Does not like to have one vendor when we live in a free market society. 2) Concerned about the cost of the uniform. Parent feels that the money that BFA is receiving from EO is the real reason for the one vendor. Parent is in support of uniforms but would like more choice	Told parents that the uniform policy is often to most disliked policy of all school policies. Gave the parent background information as to why the board chose to go with the current uniform policy, Told parents that she is welcome to attend board meeting and voice further concerns.
4/26/2012	4/27/2012	Susie McCoy	Heather Bondy	Email	Uniform	Email from parent?? or maybe just a concerned taxpayer... I am inquiring about your dress code and why you do not list an "opt out" as all public, federally funded schools must provide to it's families and students. My inquiry comes to you not as a parent of a student, but as a taxpayer. The research and laws in Colorado regarding dress code were developed for gang related violence and safety.	As per the legal department at the League of Charter Schools, Charter Schools do not have to provide an opt out for dress code. Public schools are permitted to require students to dress in uniform where the stated purpose is to create unity, strengthen school spirit and pride, and focus attention upon learning and away from distractions.



**Ben Franklin Academy**  
Grant Committee Report  
May 15, 2012

CDE year 3 Implementation Grant: Will be starting soon. Please respond as requested for assistance.

The following grants were awarded & are being currently implemented:

- CDE Implementation Grant (\$195,000)
- Consolidated Federal Programs & Title IIA (\$4501 for RtI training)
- Employer Grants (Qwest, Farmers, Bank of America, The McGraw Hill Companies: all previously implemented through PTO)
- Kinder Morgan (\$1,000)
- Target Arts Grant (\$2,000)
- Great-West Great-Teachers (\$5,000 Jason Cochrane)

The following grants are in process:

- Safeway (\$1000 application; preschool math w/ PTO)
- Lego (\$4,000; w/ Beth Smith)
- NEA

The following grants are pending:

- ING Unsung Heroes
- CH2MHill (LOI for greenhouse lab)

The following are the focus of research:

- Re-submittal to prior organizations.
- Math/Science Manipulatives (legos, robotics, etc.)
- Colorado-based opportunities
- Special Education

Miscellaneous:

- \$300 scholarship for 6th grader from IEEE
- Panera Colorado Top Teachers (\$1,000, Kacie Holden)
- Coordination with PTO on teacher funding requests to leverage funds & consolidate efforts
- Follow up regarding employer grants - if available on annual basis & new regular reminder for new employer grant opportunities
- CSSI visit scheduled for February 19-21, 2013
- Follow up with School & PTO regarding Captain Planet matching funds

The following foundations declined funding:

- Amgen* (Living Labs: greenhouse & mobile microscope lab); *Buell* (preschool science curriculum); *Captain Planet* (mobile grow carts); *Cedar Tree* (Living Labs: greenhouse & mobile microscope lab); *Daniels Fund* (Literacy, character education, science); *Dollar General* (library); *IEEE* (mobile microscopes); *Lowe's Toolbox for Education* (2 swing set bays for playground); *Medtronic* (mobile microscope labs); *NSA* (greenhouse lab); *RGK* (Living Labs: greenhouse & mobile microscope lab); *Ruckus Wireless* (wireless); *Target Arts Early Literacy* (science literature/story time); *Toshiba* (Pixie Software for environmental public service announcements); *Wells Fargo* (science & literacy)

## SAC POLICY REVIEW RECOMMENDATIONS

MAY 2012

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### 1. Mission

- **Global Change:** Consider replacing “will be” with “are” and similar consistent changes now that the school is established.

### 2. Global Change for all Policies

- Add a “reviewed on” date or a “revised on” date at the end of the policies to determine whether they have been reviewed even if they have not been revised.

### 3. Board Election Policy

- **Parent Voting Group:** Term of art that should be defined in the policy.

### 4. Student Handbook

- **Update Calendar and all references to 2011-2012 to 2012-2013**
- **“Word Smithing:”** commas, etc.
- **Parking Lot Procedures:** Replace with current procedures or reference to new policy.
- **Mobile/Smart/Cell Phones:** Add information regarding use of these in or on school grounds
- **Update School Lunch Calendar**
- **Student Fees:** Currently states that you will not be required to provide school supplies – apparently not the case in all classrooms. Need to be consistent.
  - Also, concern with respect to how the teachers are using the money – wishes that the teachers will use economies of scale and get together to order things in bulk when possible to get the most out of the dollars spent.
- **Safety**
  - **Drills:** The Academy will hold emergency drills as proscribed by Colorado law. Students are expected to comply with all instructions during these drills.
- **Volunteering Commitment Hours**
  - Siblings are not permitted to be with parent during volunteer time – either this needs to be removed or enforced.

### 5. Employee Handbook

- **Dress Code:** Either the dress code needs to be changed or it needs to be enforced.

- **Hours:** The hours for teachers to be at the school needs to reflect the true hours that they are required to be there.

## **6. Book Donation Policy**

- **Acceptable Books**

We accept books that are in good condition and are either published in the last 7 years, or considered classics or popular older books (e.g., Dr. Suess books, Huckleberry Finn, etc.).

- **Unacceptable Books**

Books that are no longer accurate (e.g., geographic or political changes)  
Are paper backs unacceptable? If so, should be listed.

## **7. Field Trip Policy**

- No Policy comment
- Want online payment option



9-May-12

Ben Franklin Academy  
Phase 2 Expansion

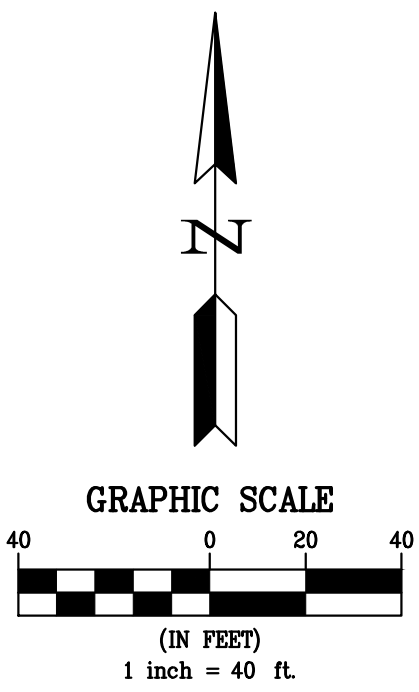
Bouma Construction	Design Services/Survey/Permits	\$	166,196.00
	Site Work Base Bid	\$	120,104.00
	Building Construction	\$	1,688,478.00
	Marker/Tack Bds, Room Signage, Casework & Playground Allowance	\$	53,365.00
	L & E Parking Lot Extension	\$	308,337.00
	L & E Gravel Overflow Parking	\$	38,493.00
	Plan Review Comments	\$	16,732.00
	<del>Fencing including removal of existing</del>	<del>\$</del>	<del>27,000.00</del>
	Provide 2-tier Lockers	\$	30,395.00
	Provide new light troffers at Media Center	\$	900.00
	Provide new offices 226A and 231 at 2nd floor Corridor	\$	15,500.00
	<del>Provide mesh/fabric gym divider curtain</del>	<del>\$</del>	<del>17,500.00</del>
	<b>Total (per Underwriting Limit)</b>	<b>\$</b>	<b>2,483,000.00</b>
Alternates (Budgets Only - ASI 01)	<del>New Canopy at Vestibule 158</del>	<del>\$</del>	<del>30,700.00</del>
	Provide new utility sink, casework & mechanical at Room 227	\$	13,200.00
	Provide 2 new 15" skylights in Room 227	\$	5,000.00
	Provide 6' widewalk to Plaza Drive	\$	17,200.00
	Provide 6' sidewalk to drop-off lane	\$	7,500.00
	<del>Provide ceiling/power at Student Commons 266</del>	<del>\$</del>	<del>1,200.00</del>
	<b>Total for All Alternates as shown</b>	<b>\$</b>	<b>74,800.00</b>



CONSULTANT:

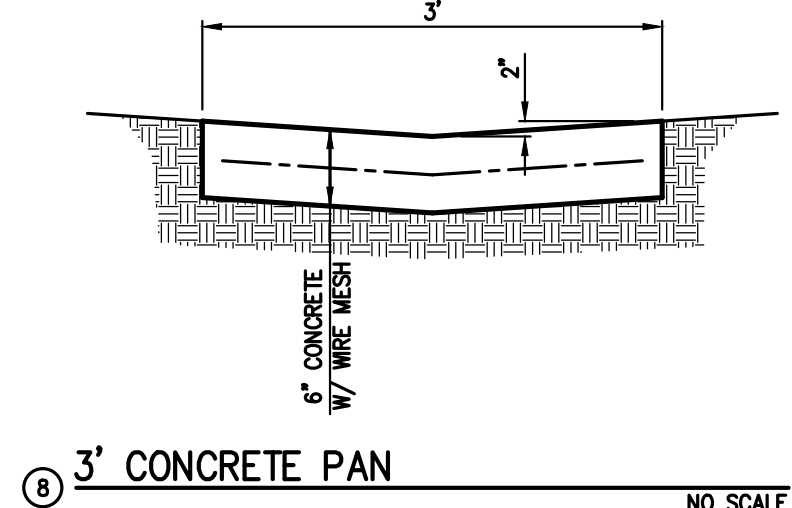


No.	Revision	Date	By



GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DOUGLAS COUNTY STANDARDS.
2. VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING UTILITY LINES SHOWN ON THE PLANS AND THOSE UTILITY LINES WHICH MAY NOT BE SHOWN. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION.
4. PROPOSED SPOT ELEVATIONS AT CURB LINE ARE FLOWLINE ELEVATION.
5. WALKS SHALL NOT EXCEED 5% WITH A MAXIMUM CROSS SLOPE OF 2%.
6. CONTOURS ARE TO FINISHED GRADE.



CONSTRUCTION NOTES:

1. CONSTRUCT "CATCH" TYPE CURB PER DETAIL.
2. CONSTRUCT "SPILL" TYPE CURB PER DETAIL.
3. CONSTRUCT ASPHALT PAVEMENT PER GEOTECHNICAL ENGINEER.
4. CONSTRUCT 24" CONCRETE OPEN CHASE.
5. CONSTRUCT 18" CONCRETE OPEN CHASE.
6. CONSTRUCT CONCRETE SIDEWALK.
7. CONSTRUCT 4" ROLLED CURB.
8. CONSTRUCT 3' CONCRETE PAN PER DETAIL THIS SHEET.
9. CONSTRUCT CURB CUT PER DOUGLAS COUNTY STD DWG SP4.

LEGEND:

- 5340 EXISTING CONTOUR
- EXISTING FIRE HYDRANT
- EXISTING GATE VALVE
- ST EXISTING STORM DRAIN MANHOLE
- SA EXISTING SANITARY SEWER MANHOLE
- W EXISTING WATER MANHOLE
- EXISTING INLET
- 6"W EXISTING WATER
- 8"SAW EXISTING SANITARY SEWER
- GAS EXISTING GAS
- ELEC EXISTING ELECTRIC
- TELE EXISTING TELEPHONE
- 12"SD EXISTING STORM DRAIN
- 5319.10 EXISTING SPOT ELEVATION
- RET WALL EXISTING RETAINING WALL
- 5340 PROPOSED CONTOUR
- 5319.10 PROPOSED GRADE AT FLOWLINE
- 5319.10FG PROPOSED FINISHED GRADE
- 5319.10HP PROPOSED HIGH POINT
- 5319.10LP PROPOSED LOW POINT
- DIRECTION OF FLOW
- PROPOSED MANHOLE
- PROPOSED INLET
- 12"SD PROPOSED STORM DRAIN
- 4"RD PROPOSED ROOF DRAIN

BEN FRANKLIN ACADEMY - CLASSROOM ADDITION  
PLANNING AREA 85  
GRADING PLAN

PREPARED FOR: BEN FRANKLIN PROJECT DEVELOPMENT, LLC  
ADDRESS: 6900 SOUTH 900 EAST, SUITE 200  
MIDVALE, UT 84047

CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
811  
CALL 2 BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES

DATE: MARCH 28, 2012  
JOB NUMBER: 560-0102  
SCALE: 1"=40'

SHEET  
4 OF 11

COUNTY ENGINEER

DATE

THESE CONSTRUCTION PLANS HAVE BEEN  
REVIEWED BY DOUGLAS COUNTY FOR DRAINAGE,  
GRADING, EROSION AND SEDIMENT CONTROL  
IMPROVEMENTS ONLY.

ENGINEERING DIVISION ACCEPTANCE BLOCK

PROJECT:

Ben Franklin Academy  
Classroom Addition

2270 Plaza Drive  
Highlands Ranch, CO 80129

OWNER:

Highmark School  
Development

6900 S. 900 East Suite #200  
Midvale, UT 84047

ISSUE:

03/02/12 50% Construction Documents

04/03/12 For Bidding and Construction

DRAWING INFORMATION:

PROJECT NO: 11201.000

DRAWN BY:

CHECKED BY:

APPROVED BY:

SHEET TITLE:

GRADING PLAN

C1.3

SHEET OF



**SECOND AMENDMENT TO SUBLEASE  
(EXPANSION)**

**THIS SECOND AMENDMENT TO SUBLEASE (“Amendment”)** is made May \_\_, 2012 between **Benjamin Franklin Academy Project Development, LLC**, a Utah limited liability company (“**Lessor**”), and **Ben Franklin Academy**, a Colorado non profit corporation (“**Lessee**”).

**RECITALS**

A. Lessor has entered into a Prime Lease Agreement dated as of March 22, 2011, as amended and restated by that certain Amended and Restated Prime Lease Agreement dated on or about May \_\_, 2012, as further amended by that certain Second Amendment to Prime Lease Agreement dated May \_\_, 2012 (“**Second Amendment to Prime Lease**”) (as amended from time to time, “**Prime Lease**”), with Education Capital Solutions, LLC, a Delaware limited liability company (“**Prime Lessor**”), pursuant to which Lessor has leased from Prime Lessor the property legally described in the Prime Lease (“**Premises**”), as evidenced by that certain Memorandum of Lease dated April 21, 2011 and recorded April 21, 2011 as Document No. 2011025257 in the Official Records of Douglas County, Colorado, as amended by that certain First Amendment to Memorandum of Lease dated May \_\_, 2012 that will be recorded in the Official Records of Douglas County, Colorado.

B. Pursuant to that certain Sublease dated April 19, 2011 but made effective as of March 22, 2011 between Lessor and Lessee, as amended and restated in its entirety by that certain Amended and Restated Lease dated May 2, 2012 (as amended, “**Lease**”), Lessor has subleased to Lessee the Premises. Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to such terms in the Lease.

C. Tenant desires to expand the Facility by constructing additional School facilities containing approximately 15,800 additional square feet of floor area on the Premises and generally shown on Exhibit A attached to the Second Amendment to Prime Lease. The expansion School facilities are referred to herein as the “**New Improvements**”.

D. Lessor and Lessee desire to amend the Lease to reflect the construction of the New Improvements and certain other terms, subject to the terms of this Amendment.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Amendment of Section 2.1. Section 2.1 of the Lease is amended and restated in its entirety to provide as follows:

“2.1 Base Rent. The “**Commencement Date**” hereunder is September 1, 2011. Commencing on the Commencement Date, subject to the rent adjustment provisions of **Section 2.3**, Lessee shall pay to Lessor as base rent, without demand, setoff or deduction, an annual rent equal to the following (“**Base Rent**”): (A) Sublease Base Rent (defined below) and (B) annual Ground Lease Base Rent, all payable to Lessor in monthly payments in advance on the first day of each and every calendar month during Lease Term or Renewal Term (defined later) at such place as Lessor shall designate from time to time in writing. Base Rent for any period during the Lease Term or Renewal Term which is less than one (1) month shall be paid in a pro rata portion of the monthly

rental installment amount. The term “**Sublease Base Rent**” shall mean the annual fixed rent payable by Lessee hereunder for the Premises (excluding the Ground Lease Base Rent) equal to the following:

(i) From September 1, 2011 (the Commencement Date) to the Expansion Date (as defined in the Second Amendment to Prime Lease), an annual amount equal to Seven Hundred Ninety-Nine Thousand Seven Hundred Eighty Six and 29/100 Dollars (\$799,786.29) (such amount being calculated based upon the following: the Total Development Cost applicable to the Premises (but excluding any cost attributable to the Expansion Work [defined later]), which is \$7,802,793.07 multiplied by 10.25%).

(ii) From the Expansion Date through August 31, 2014, an annual amount equal to the sum of the following: (1) Seven Hundred Ninety-Nine Thousand Seven Hundred Eighty Six and 29/100 Dollars (\$799,786.29), plus (2) the Expansion Total Development Cost (as such term is defined in the Prime Lease) multiplied by 10.00% (“**Expansion Base Rent**”).

(iii) Starting on September 1, 2014, and for each Lease Year thereafter for the remainder of the Initial Term, an amount, per annum equal to the sum of (1) the Sublease Base Rent allocable to and payable during the immediately preceding Lease Year for the Premises, plus (2) an amount equal to the Sublease Base Rent allocable to and payable during the immediately preceding Lease Year for the Premises multiplied by three percent (3%).

(iv) At the beginning of the Renewal Term, Sublease Base Rent shall be adjusted to be equal to the “Annual Fixed Rent” payable by Lessor under the Prime Lease at that time, and on each anniversary thereafter during the Renewal Term, Sublease Base Rent shall be increased by three percent (3%) per annum. The foregoing shall not apply to the Ground Lease Base Rent (it is understood that the Ground Lease Base Rent shall be increased from time to time as provided in the Ground Lease).”

The first three sentences of Section 2.3 of the Lease are hereby deleted in its entirety.

## 2. Expansion Work.

(a) Plans. Prior to the date of this Amendment, Lessor and Lessee have approved of architectural drawings and specifications of the Expansion Work (the “**Expansion Final Plans**”). Lessor shall construct the New Improvements on the Land (“**Expansion Work**”) in accordance with the Expansion Final Plans. The preliminary cost to develop the Expansion Work is \$2,971,740.13 (“**Preliminary Expansion Cost**”). Lessor shall pursue the Expansion Work with due diligence until completion, subject only to the Force Majeure provisions of **Section 14** of the Lease, any Unforeseen Events (defined later), and Lessee’s Delays (defined later).

(b) Cooperation. Lessor and Lessee acknowledge that coordination and cooperation between Lessor and Lessee and their respective architects, engineers, contractors and consultants will be required in order to complete the Expansion Work. Lessor and Lessee agree to use best efforts to coordinate and cooperate to accomplish the completion of the Expansion Work.

(c) Changes to Expansion Work. Lessor shall complete Lessor's Work in compliance with Applicable Laws and the Expansion Final Plans, and, except as provided herein, no changes in Expansion Work will be effected or undertaken by Lessor. If Lessee desires to

initiate any change to Expansion Work (collectively, the “**Expansion Change Orders**”), Lessee shall submit to Lessor for its approval plans and specifications for such Expansion Change Orders. Lessor shall approve or disapprove of the same within five (5) days of submission. If Lessor does not approve of the plans for such Expansion Change Orders, Lessor shall advise Lessee of the revisions required. Lessee shall revise and redeliver the plans and specifications to Lessor within ten (10) days of Lessor’s advice or Lessee shall be deemed to have abandoned its request for such Expansion Change Orders. Lessee shall pay for all preparations and revisions of plans and specifications for all Expansion Change Orders. If Lessor approves the Expansion Change Order and if the Expansion Change Order increases the cost of Expansion Work or shall delay completion of Expansion Work, Lessor shall notify Lessee of such increase or delay, and upon approval of the same by Lessee’s representative, the Expansion Total Development Cost and extension of the completion date shall be adjusted accordingly and the parties shall each sign a written change order in a typical construction loan format evidencing such Expansion Change Order. In the event of Unforeseen Events, Lessor shall modify the Expansion Final Plans, if applicable, to change the scope of Expansion Work to take into consideration the Unforeseen Events, and the Expansion Total Development Cost shall be increased in the amount of actual and reasonable increased costs incurred in connection with the Unforeseen Events. The term “**Unforeseen Events**” shall mean (i) any unknown subsurface physical conditions or other unknown conditions that are encountered in connection with the construction of Expansion Work which increase the cost of Expansion Work, or (ii) any changes to Expansion Work that are mandated by any governmental agency which increase the cost of Expansion Work, provided that such changes are not caused by Lessor’s failure to comply with Applicable Laws then in existence.

(d) Lessee Delays. The following will be considered Lessee Delays: (i) any changes in or additions to the work initiated by Lessee after the parties’ approval of the Expansion Final Plans, that will, based upon Lessor’s reasonable determination, due to ordering timeframes, construction or installation times, or other construction reasons, delay completion of Expansion Work; and (ii) any actual hindrance of Expansion Work by Lessee or its employees, contractors or subcontractors.

(e) Expansion Substantial Completion Date. **LESSEE SHALL ACCEPT POSSESSION OF THE NEW IMPROVEMENTS FROM LESSOR UPON THE EXPANSION SUBSTANTIAL COMPLETION DATE (DEFINED BELOW), SUBJECT TO COMPLETION OF PUNCHLIST ITEMS AS PROVIDED IN THIS SECTION.** The term “**Expansion Substantial Completion Date**” means the date when Lessor notifies Lessee in writing that (i) Expansion Work has been substantially completed in accordance with the Expansion Final Plans, and (ii) a temporary certificate of occupancy has been issued by the governmental entity having jurisdiction over the Expansion Work. Prior to acceptance of the New Improvements, Lessee and Lessor shall conduct a walk-through and identify punchlist items of unfinished work and defects to be completed or corrected by Lessor. Lessee shall have a period of fifteen (15) days following the Expansion Substantial Completion Date to add to the punchlist. Lessor shall promptly cause all punchlist items to be completed or corrected; however, completion of any punchlist items is not a condition precedent to the Expansion Substantial Completion Date and will not delay the Expansion Substantial Completion Date. Upon the completion of the punch-list items by Lessor to the reasonable satisfaction of Lessee, Lessee shall be deemed to have accepted the New Improvements in good and satisfactory condition, subject to Lessor’s obligation for warranties and to repair any latent defects pursuant to Section 5 below.



3. Amendment of Term “Facility.” Effective as of the Expansion Date, the term “Facility” shall also include the New Improvements for all purposes under the Lease, except that Sections 1.2, 1.3, and 6 of the Lease shall not be applicable to the New Improvements and Expansion Work.

4. Warranties with Respect to Expansion Work.

(A) Lessor warrants that Expansion Work shall comply with all Applicable Laws in effect at the time of delivery of possession to Lessee. If at any time it is determined that Expansion Work did not, as of delivery to Lessee, comply with Applicable Laws, as warranted by Lessor in the preceding sentence, then, notwithstanding anything to the contrary contained herein, the same shall be brought into compliance, at Lessor’s expense.

(B) Within thirty (30) days following the Expansion Date, Lessor shall assign to Lessee any and all warranties and guaranties of third parties held by Lessor for Expansion Work (including those provided by the general contractor and subcontractors), parts, machinery or systems (collectively, “**Expansion Work Construction Warranties**”); provided, however, that, to the extent feasible, Lessor shall retain enforcement rights under any such construction warranties in order to comply with its obligations under **Subsections (A) and (C)** hereof.

Notwithstanding anything to the contrary contained in this Lease, to the extent that Lessee has claims against Lessor under **Subsections (A) and (C)** and such claims are covered by the Expansion Work Construction Warranties, Lessor shall not be obligated to fulfill its obligations under **Subsections (A) and (C)** until Lessor and Lessee have exhausted its rights and remedies under the Expansion Work Construction Warranties with respect to such claims. Any limitation of Lessor’s warranties under the Lease during the Lease Term is strictly for the benefit of Lessor (and its successors and assigns) and no other party. Neither Lessor’s general contractor, its architect, nor any other third party (other than Lessor’s successors or assigns) may rely upon such limitation for their benefit and such parties shall remain fully liable to the extent of their obligations under their respective contracts and warranties with Lessor and any Applicable Law. Lessor shall use commercially reasonable efforts to negotiate with its general contractor a one (1)-year warranty on workmanship with respect to Expansion Work.

(C) Lessor warrants that Expansion Work will be free of latent defects for a period of one (1) year from the Expansion Substantial Completion Date (“**Expansion Work Warranty Period**”). If Lessee notifies Lessor of a latent defect at any time during the Expansion Work Warranty Period, then Lessor, at its expense, will repair such latent defect as soon as reasonably practicable. As used in this Section, “**latent defect**” shall mean a defect in the condition of the New Improvements caused by Lessor’s failure to construct Expansion Work in a good and workmanlike manner and in accordance with Applicable Laws and the Expansion Final Plans, which defect would not ordinarily be observed during a walk-through inspection. The expiration of the Expansion Work Warranty Period shall not affect Lessor’s obligations in **Subsection (A)** above.

By occupying the New Improvements, Lessee accepts the same and acknowledges that the Lessor has complied with all the requirements imposed upon it under the terms of the Lease with respect to the condition of the New Improvements on the Expansion Date, subject to the inspection and punchlist provisions set forth in this Amendment and subject to Lessor’s obligations provided in this **Section 5**. Lessee acknowledges that the New Improvements shall be jointly designed by Lessor and Lessee and that Lessor makes no warranty or representation, either express or implied except as set forth herein, and, Lessee accepts the New Improvements, “**AS IS, WHERE IS**”, WITH NO REPRESENTATION OR WARRANTY BY LESSOR AS TO THE FITNESS, SUITABILITY, OR USABILITY OF THE NEW IMPROVEMENTS, OR AS TO THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS ON, ABOUT OR ADJACENT TO THE NEW IMPROVEMENTS. In addition, Lessee

hereby accepts the New Improvements subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the New Improvements, and accepts the Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessee's agent has made any representation or warranty as to the suitability of the New Improvements for the conduct of Lessee's business or use.

5. Option to Purchase. Lessee and Lessor acknowledge that the terms of the Lessee's Option shall be as provided in the Prime Lease, as amended by Section 5 of the Second Amendment to Prime Lease.

6. Affirmation of Lease. Lessee hereby affirms and ratifies the Lease, as amended, acknowledges that there is no defense to or offset against payment or performance of any of Lessee's obligations under the Lease, and waives any and all defenses, counterclaims, offsets and any other matter avoiding, reducing, or limiting the validity and enforceability of the Lease and/or any of Lessee's obligations under the Lease.

7. Board Resolution. On or prior to the execution of this Amendment by Lessee, Lessee shall submit to Lessor a copy of the Board resolution approving the terms of this Amendment and authorizing an individual to execute this Amendment on behalf of Lessee; such resolution shall be in substantially the same form as Exhibit D attached to the Lease.

8. Amendment Controls. Except as is specifically amended herein, the terms and conditions of the Lease are ratified and confirmed and shall remain in full force and effect. If any provision of the Lease is in conflict with any provision of this Amendment, the terms of this Amendment shall control.

9. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document. Signatures on counterparts of this Amendment that are delivered via facsimile or by other electronic means are authorized, and this Amendment shall be deemed executed when an executed counterpart hereof is transmitted by a party to the other party physically or via any electronic means.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Amendment as of the date first above written.

**LESSOR:**

**BENJAMIN FRANKLIN ACADEMY PROJECT DEVELOPMENT, LLC**, a Utah limited liability company

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE:**

**BEN FRANKLIN ACADEMY**,  
a Colorado non-profit corporation

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

**AMENDED AND RESTATED LEASE  
(Colorado – Build to Suit)**

THIS AMENDED AND RESTATED LEASE (“**Lease**”) is dated May 2, 2012, but is made effective as of March 22, 2011 (“**Effective Date**”), by and between **Benjamin Franklin Academy Project Development, LLC**, a Utah limited liability company (“**Lessor**”), and **Ben Franklin Academy**, a Colorado non profit corporation (“**Lessee**”). This Lease amends and restates in its entirety the Prior Lease (as defined in **Section 20.9** of this Lease).

**1. GRANT OF LEASE.**

1.1 Premises. In consideration of the mutual covenants contained herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of land more particularly described on **Exhibit A** attached hereto (the “**Land**”) together with (i) the Facility (defined later) and (ii) all rights, easements and appurtenances belonging or appertaining to the Land and Facility (collectively, “**Premises**”). Lessor constructed an approximately 48,000 square foot building (the “**Building**”), which is intended for approximately 594 students, for the operation of a public charter school, together with other related improvements and appurtenances (collectively, the “**Facility**”).

1.2 Total Development Cost. The parties acknowledge that the Total Development Cost (as that term is defined in the Prime Lease) is \$7,802,793.

1.3 Delivery of Premises. Lessor delivered the Premises to Lessee, and Lessee accepted delivery of the Premises from Lessor.

1.4 FF&E. Lessor shall provide the fixtures described in the final plans of the Facility and the cost of such fixtures shall be included in the Total Development Cost. Lessee shall be responsible for providing all other fixtures, equipment and personal property (collectively, “**Lessee’s Property**”) necessary for the operation of the Facility including desks, office furniture, tables, chairs, etc., at its cost.

1.5 Intentionally Deleted.

1.6 Prime Lease and Ground Lease.

(A) Lessee acknowledges that Lessor subleases the Premises from ECS Douglas I, LLC, a Delaware limited liability company (“**Prime Lessor**”), pursuant to that certain Amended and Restated Prime Lease Agreement dated effective as of March 22, 2011 (such lease, together with all amendments, modifications, supplements or substitutions thereto or thereof being collectively referred to as the “**Prime Lease**”) and that Prime Lessor leases the Land from Englewood/McLellan Reservoir Foundation, a Colorado nonprofit corporation (“**Ground Lessor**”) pursuant to that certain Ground Lease dated March 22, 2011, as amended by that certain First Amendment to Ground Lease dated as of March 22, 2011 (such lease, together with all amendments, modifications, assignments, supplements or substitutions thereto or thereof being collectively referred to as the “**Ground Lease**”). Ground Lease and Prime Lease are collectively referred to herein as the “**Master Lease**.” A copy of the Master Lease has been furnished to Lessee, receipt of which is hereby acknowledged. Lessee acknowledges that the Master Lease contains certain easements, covenants, conditions and restrictions on the use and/or occupancy of the Premises and the Facility.

(B) Lessee assumes and agrees to perform the tenant’s obligations under each of the Ground Lease and the Prime Lease during the Lease Term, except that (i) the obligation to pay the “Real Property Taxes” under the Ground Lease and the real estate taxes applicable to the Premises under the Prime Lease shall be considered performed by Lessee to the extent and in the amounts paid by Lessee under **Section 8 (Taxes)** of this Lease, (ii) except as otherwise provided in **Section 2.3** of this Lease, Lessee is not required to pay the “Annual Fixed Rent” under the Prime Lease, and (iii) as otherwise provided in this Lease. Without limiting the generality of the foregoing, Lessee shall be responsible for paying “Base Rent” (as that term is defined under the

Ground Lease) under the Ground Lease, as adjusted from time to time (“**Ground Lease Base Rent**”), and any other amounts payable by the tenant under the Ground Lease (“**Ground Lease Additional Rent**”). Lessee shall pay the Ground Lease Base Rent directly to Lessor on the first day of each month during the Lease Term in accordance with the provisions of **Section 2.1** of this Lease. Lessee shall pay Ground Lease Additional Rent either to Lessor or directly to the parties respectively entitled thereto, as directed by Lessor from time to time.

(C) Lessee agrees that the Premises are subject and subordinate to the Master Lease and the terms and provisions thereof, and Lessee will be bound by and subject to, and will cause any sublessee or assignee of Lessee to be bound by and subject to, all of the easements, covenants, conditions and restrictions set forth in the Master Lease except as otherwise specifically set forth herein. Lessee shall not commit or suffer any act(s) or omission(s) that will violate any term or provision of the Master Lease. Lessee agrees that it will not request Lessor, nor shall Lessor be required, to do or perform any act which may constitute a default under the Master Lease. All rights of Lessee hereunder are junior and subordinate to the terms and provisions of the Master Lease. With respect to any term or provision of this Lease which provides that Lessor’s consent to or approval of any matter shall not be unreasonably withheld, if Ground Lessor’s or Prime Lessor’s consent to or approval of any such matter is required pursuant hereto or pursuant to the Master Lease, Lessee agrees that it shall be deemed reasonable for Lessor to withhold its consent to or approval of such matter if, after reasonable diligence by Lessor to obtain the consent or approval of Ground Lessor or Prime Lessor, as the case may be, with respect to such matter, Ground Lessor or Prime Lessor withholds its consent to or approval of such matter.

(D) Anything in this Lease to the contrary notwithstanding, Lessor shall not be deemed to be in default of any term, covenant or condition in this Lease if Prime Lessor or the Ground Lessor, as the case may be, has promised in the Master Lease to perform such term, covenant or condition and Lessor, after receipt of written request from Lessee, is proceeding diligently at Lessee’s sole cost and expense to require the Ground Lessor or Prime Lessor, as the case may be, to perform the same. Lessor shall not be liable in damages, nor shall rent abate under this Lease, for or on account of any failure of Prime Lessor or Ground Lessor to perform any of the duties or obligations imposed on such parties under the Master Lease. Nothing in this Lease shall be construed to create privity of estate or contract between Lessee and Ground Lessor or between Lessee and Prime Lessor, except as expressly provided otherwise in the Master Lease.

(E) If the Master Lease terminates, this Lease shall terminate and the parties shall be relieved of any further liability or obligation under this Lease except for the liabilities accrued through such termination and the liabilities that survive such termination, provided, however, that if the Master Lease terminates as a result of a default or breach by Lessee under this Lease, the Ground Lease, and/or the Prime Lease, then Lessee shall be liable to Lessor for the damage suffered as a result of such termination. In the event of any such default, Lessor, in addition to its remedies under this Lease, shall have all of the remedies of the landlord under each of the Ground Lease and the Prime Lease. Notwithstanding the foregoing, if the Ground Lease or the Prime Lease gives Lessor any right to terminate either lease, the exercise of such right by Lessor shall not constitute a default or breach hereunder.

(F) Lessee acknowledges that the tenant under the Ground Lease has the right to remove the Termination Parcel (as that term is defined in the Ground Lease) from the Ground Lease and that in the event the tenant under the Ground Lease exercises its right to remove the Termination Parcel, effective as of the effective date of such removal (as described in the Ground Lease), the Premises and the Land shall exclude the Termination Parcel for all purposes under this Lease.

(G) If any provision of **Section 1.6** is in conflict with any other provisions of this Lease, the terms of this **Section 1.6** shall control.

(H) Notwithstanding anything to the contrary in this Lease, if the Master Lease imposes more restrictions on its tenant’s actions than does this Lease or if it requires compliance with its provisions in a shorter period than does this Lease, then Lessee shall be obligated under this Lease to comply with the more restrictive provisions of the Master Lease and Lessor shall not be liable to Lessee by reason of the fact that Lessee was unable to exercise the full breadth of its rights or remedies under this Lease by reason of more restrictive provisions of the Master Lease.

1.7 Prime Lessor-Related Provisions.

(A) Compliance with Prime Lessor Documents. Lessee acknowledges that it is required to perform certain obligations under the Prime Lessor Documents (defined later) (“**Prime Lessor Obligations**”). Lessee agrees to perform the Prime Lessor Obligations in accordance with the terms of the Prime Lessor Documents and any failure to perform the Prime Lessor Obligations shall constitute an Event of Default under this Lease. The term “**Prime Lessor Documents**” shall mean the Prime Lease, that certain Master Development Agreement between Prime Lessor and Highmark School Development, LLC, and certain other documents that will be provided to Lessee from time to time.

(B) Prime Lessor’s Enforcement and Consent Rights. Lessee hereby agrees that Prime Lessor shall have the absolute right at any time after the occurrence and continuance of an event of default by Lessor under the Prime Lease, upon notice to Lessee, to enforce any and all rights Lessor may have under this Lease, and all extensions, modifications and renewals thereof. Lessee acknowledges and agrees that Lessor shall not consent to, cause or allow any material modification or alteration of any of the terms, conditions or covenants of this Lease or the termination thereof, without the prior written approval of Prime Lessor which shall not be unreasonably withheld, conditioned or delayed.

(C) Prime Lessor’s Right to Cure. Lessee acknowledges and agrees that to the extent permitted by law, Prime Lessor shall have the right, at its sole option, to cure any defaults by Lessee under this Lease, and any consequences thereof, for the account and at the expense of Lessee, and Lessee shall pay to Prime Lessor all sums so advanced for such purpose, together with interest thereon at the default rate specified in the Prime Lease from the date of expenditure to the date of repayment; such payment shall be made within ten (10) days of Prime Lessor’s invoice.

(D) Prime Lessor’s Right To Access Premises. Prime Lessor shall have the right to access the Premises as provided in Section 10 of this Lease.

(E) Reporting Information. In addition to Lessee’s reporting requirements in **Section 20.20** of this Lease, Lessee agrees to promptly provide Lessor with Lessee’s financial and other documentation that Lessor is required to provide to Prime Lessor under the Prime Lease; Lessee shall provide such information at least ten (10) days prior to the deadline set forth in the Prime Lease for delivery of such information to Prime Lessor.

(F) Prime Lessor’s Right to Audit. Prime Lessor, and its duly authorized representatives, shall have the right, upon reasonable advance written notice to Lessee, to audit, examine and make excerpts or transcripts of or from records of Lessee, and to make audits of all books and records of income and expenses and other financial information relating to Lessee to verify the Net Income (as defined in the Prime Lease) of Lessee. If the audit discloses that the Net Income reported to Prime Lessor was overstated by more than two (2%), then Lessee shall promptly pay to Prime Lessor the cost of such audit.

(G) Ownership of Facility. Lessee acknowledges that the Facility (but excluding Lessee’s Property) shall be Prime Lessor’s property during the term of the Master Lease, unless Lessee purchases the Facility from Prime Lessor as provided in the Master Lease.

(H) No Liability of Prime Lessor. Lessee acknowledges that in no event shall Prime Lessor be liable for the performance of any of the covenants or obligations of Lessor hereunder or for the inaccuracy or incompleteness of any representations or warranties made by Lessor hereunder.

1.8 Restrictive Agreements; Grants of Easements. Lessee agrees during the Lease Term to comply with and promptly perform each and all of the terms and provisions of any Restrictive Agreements (defined later), if any, insofar as they relate to the Premises and the Facility. The term “**Restrictive Agreement**” shall mean those certain reciprocal easement agreements, restrictive covenants, operating agreements, development agreements, easement agreements and/or other similar agreements and instruments that govern and regulate the development, use and operation of the Premises or relate to the Premises, as amended from time to time. Lessee agrees to pay any assessments, costs, insurance premiums, common area maintenance and operating charges,

maintenance charges, lighting charges, all common area cost contributions, and any and all other amounts that Lessor, Prime Lessor, or Ground Lessor would otherwise be obligated to pay under any Restrictive Agreement.

## 2. RENTAL.

2.1 Base Rent. The “**Commencement Date**” hereunder is the Initial Fixed Term Commencement Date (as that term is defined under the Prime Lease). Commencing on the Commencement Date, subject to the rent adjustment provisions of **Section 2.3**, Lessee shall pay to Lessor as base rent, without demand, setoff or deduction, an annual rent equal to the following (“**Base Rent**”): (A) the Total Development Cost multiplied by 10.25% and (B) annual Ground Lease Base Rent, all payable to Lessor in monthly payments in advance on the first day of each and every calendar month during Lease Term or Renewal Term (defined later) at such place as Lessor shall designate from time to time in writing. Base Rent for any period during the Lease Term or Renewal Term which is less than one (1) month shall be paid in a pro rata portion of the monthly rental installment amount. In the event **Section 1.3(B)** is applicable, Lessee shall be also responsible for paying Base Rent during the Interim Period, as provided in **Section 1.3(B)**.

2.2 Net Lease; Additional Charges; Payments under Ground Lease. This Lease is what is commonly called a “triple net lease.” It being understood that Lessor shall receive the Base Rent free and clear of any and all impositions, taxes, real estate taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises, including, without limitation, any rents and other amounts payable by the tenant under the Ground Lease. In addition to the Base Rent, Lessee shall pay to the parties respectively entitled thereto all impositions; insurance premiums; operating costs; maintenance and repair costs; any other charges, costs and expenses which arise or are incurred by Lessor under any provisions of this Lease during the Lease Term, incurred by Lessor under any provisions of the Master Lease during the Lease Term, or are associated with the regular maintenance and repairs of the Premises and all improvements thereon; water, gas, heat, light, power, telephone and telecommunication services, and all other utilities and services supplied to the Premises, and Real Estate Taxes (defined later); and Ground Lease Base Rent and Ground Lease Additional Rent. All of such charges, costs and expenses (excluding Ground Lease Base Rent, which shall be deemed a component of the Base Rent under this Lease) shall be deemed “**Additional Rent**” and will be due and payable within ten (10) days of receipt by Lessee of an invoice from Lessor, if no other time for payment is specified. This Lease is not terminable by the Lessee except as provided for herein, and the Lessee is not entitled to any abatement of or reduction in Base Rent or Additional Rent payable hereunder, except as herein expressly provided. Any present or future law to the contrary shall not alter any provision of this Lease. As used in this Lease, the term “**Rent**” or “**rent**” shall mean Base Rent and any Additional Rent.

2.3 Base Rent Increase; Base Rent During Renewal Terms. Starting on the first day of the fourth (4<sup>th</sup>) Lease Year (defined later) following the Commencement Date and on each anniversary thereafter during the Initial Term (defined later), Base Rent shall be increased by three percent (3%) per annum. Base Rent during each Renewal Period shall be as follows: at the beginning of the Renewal Term, Base Rent shall be adjusted to be equal to the “Annual Fixed Rent” payable by Lessor under the Prime Lease at that time, and on each anniversary thereafter during the Renewal Term, Base Rent shall be increased by three percent (3%) per annum. Notwithstanding anything to the contrary contained in this **Section 2.3**, the three percent (3%) increase set forth in this **Section 2.3** shall not apply to the Ground Lease Base Rent (it is understood that the Ground Lease Base Rent shall be increased from time to time as provided in the Ground Lease). “**Lease Year**” shall mean a period of twelve (12) full calendar months during the Term, with the first Lease Year beginning on the first day of the calendar month following the Commencement Date, unless the Commencement Date commences on the first day of a calendar month, in which case the first Lease Year shall begin on the first day of such calendar month, with each succeeding Lease Year commencing on the anniversary of the first Lease Year, provided that the last Lease Year will end on the date of the termination or expiration of the Lease Term.

2.4 Late Fees. Lessor may assess a late fee of five percent (5%) of the amount due for any payment due to Lessor and not paid within five (5) days of the date due, to compensate Lessor for the extra expense of handling late payments. Such late fee will be in addition to any and all interest and costs of collection of late due amounts.

2.5 Interest on Past Due Amounts. Any sum of money due to Lessor and not paid when due will bear interest from the due date until paid at the Default Rate (defined below). “**Default Rate**” shall be the lesser of (i) the Prime Rate (as defined in the Prime Lease) plus four percent (4%) or (ii) the highest rate of interest that may lawfully be charged to the party then required to pay interest under this Lease at the Default Rate.

2.6 Option to Purchase. Lessee shall have an option to acquire (“**Lessee’s Option**”) all of Prime Lessor’s interest in and to the Leased Property (as that term is defined in the Prime Lease), including Prime Lessor’s interest in the Ground Lease (collectively, the “**Prime Lessor Property**”), on the terms and conditions set forth in the Prime Lease (except as otherwise provided in this **Section 2.6**), which may be elected by Lessee as provided herein so long as (i) there is no uncured Event of Default (defined later) on the part of Lessee under this Lease at the time of such election; (ii) to the extent the consents of Ground Lessor and/or Prime Lessor are required under the Master Lease for Lessee to acquire the Prime Lessor Property, all such required consents are obtained; (iii) all conditions for exercising the Purchase Option (as defined under the Prime Lease) under the Prime Lease have been fulfilled; (iv) Lessee notifies Lessor in writing of its desire to exercise Lessee’s Option at least ten (10) months prior to the applicable Purchase Option Date (as defined in the Prime Lease); and (v) Lessor assigns the Purchase Option under the Prime Lease to Lessee and Lessee assumes the Purchase Option and any of Lessor’s obligations under the Prime Lease related to the Purchase Option. Notwithstanding anything to the contrary contained in this Lease, Lessee’s Option shall automatically terminate upon the termination or expiration of this Lease. In the event Lessee purchases the Prime Lessor Property pursuant to this **Section 2.6**, this Lease shall terminate on the date of the assignment of the Prime Lessor Property to Lessee (“**Option Closing**”). If Lessee elects to exercise Lessee’s Option, all obligations of Lessee under this Lease will continue to accrue through the date of the Option Closing and Lessee shall fully perform all of its obligations to be performed by Lessee on or before Option Closing under the Lease. In the event Lessee purchases the Prime Lessor Property pursuant to this **Section 2.6**, this Lease shall terminate on the Option Closing.

2.7 Right of First Offer.

(A) Lessee shall have the right to exercise the right of first offer granted to Lessor under, and upon the terms and conditions set forth in the Prime Lease (except as otherwise provided in this **Section 2.7**), which may be elected by Lessee as provided therein so long as (i) there is no uncured Event of Default on the part of Lessee at the time of such election under this Lease; (ii) to the extent the consents of Ground Lessor and/or Prime Lessor are required under the Master Lease for Lessee to exercise the right of first offer, all such required consents are obtained; (iii) all conditions for exercising the right of first offer under the Prime Lease have been fulfilled; (iv) Lessee notifies Lessor in writing of its desire to exercise the right of first offer at least ten (10) days prior to the expiration of the 30-day period referenced in Section 33(B) of the Prime Lease; and (v) Lessor assigns its right of first offer under the Prime Lease to Lessee and Lessee assumes the right of first offer and any of Lessor’s obligations under the Prime Lease related to the right of first offer. Under no circumstances shall the failure to exercise a right of first offer modify or impair Lessee’s Option as identified in **Section 2.6** above (as provided in **Section 2.6**).

(B) In the event Lessee purchases the Prime Lessor Property pursuant to this **Section 2.7**, the Lease shall terminate on the date of the assignment of the Prime Lessor Property to Lessee (“**ROFO Closing**”), provided that such termination shall not affect any of Lessee’s obligations surviving such termination. In addition to any other conditions set forth in the Offer, Lessor’s obligation to sell the Prime Lessor Property to Lessee under this **Section 2.7** is expressly conditioned upon the achievement or satisfaction of each of the following conditions, to the satisfaction of Lessor: (i) All obligations of Lessee under the Lease will continue to accrue through the date of the ROFO Closing; and (ii) Lessee has fully performed all of its obligations to be performed by Lessee on or before ROFO Closing under the Lease, including under **Section 2.7**.

(C) Notwithstanding anything to the contrary contained in this Lease, the right of first offer granted under this **Section 2.7** shall automatically terminate upon termination or expiration of the Lease.

2.8 Lessee’s Failure to Exercise; Prime Lessor’s Failure. Lessee’s failure to complete the closing of the applicable transactions contemplated under **Section 2.6** or **Section 2.7**, as the case may be, after Lessee has exercised Lessee’s Option or its right of first offer, as the case may be, shall be considered an Event of Default



under this Lease. Lessor shall not be liable to Lessee in damages or otherwise for or on account of any failure of Prime Lessor to perform its duties and obligations under the Prime Lease in connection with the Purchase Option or the right of first offer granted thereunder.

3. **TERM.** The term of this Lease ("**Lease Term**") shall commence on the Effective Date and shall expire two hundred forty (240) months from the Commencement Date ("**Initial Term**"), unless the Lease is extended pursuant to **Section 4**, or unless sooner terminated pursuant to any provisions hereof. Lessor and Lessee hereby confirm that the Commencement Date is **September 1, 2011**. Lessee's obligation to pay Base Rent commenced on the Commencement Date.

4. **OPTIONS TO RENEW.** In the event that Lessee has fully and faithfully complied with all terms and conditions of this Lease, upon the termination of the Initial Term, Lessee shall have the option ("**Renewal Option**") to renew this Lease and Lease Term for an additional eleven (11) terms of five (5) years each (each one, a "**Renewal Term**"); provided, that in no event shall Lessee have the right to extend the Lease Term if: (i) an Event of Default has occurred hereunder and is continuing at the time Lessee gives notice of its election as herein provided or at the commencement of any Renewal Term for which the term hereof is to be extended; or (ii) an Event of Default has occurred under the Master Lease, and is continuing at the time Lessee gives notice of its election as herein provided, or at the time Lessor, as the tenant under the Master Lease, gives notice of its election to exercise its option to extend the Master Lease, or at the commencement of any Renewal Term for which the term hereof is to be extended. Lessee shall exercise each Renewal Option by providing Lessor with written notice of Lessee's intent to renew not less than one (1) year prior to the termination of the then current Lease Term or Renewal Term, as applicable. Renewals of the Lease Term or Renewal Term will be effective upon the expiration of the Lease Term or Renewal Term and upon the same terms and conditions of this Lease as are applicable during the initial Lease Term or Renewal Term. Notwithstanding the foregoing, the Lease Term shall not extend beyond the term of the Master Lease, and Lessee shall not be entitled to exercise any Renewal Option to further extend this Lease should the exercise of such Renewal Option cause the Lease Term to extend beyond the termination date of the Master Lease.

5. **PAYMENTS OF UTILITIES AND RELATED SERVICES.** Lessee shall pay for all light, heat, gas, power, garbage, water, sewer, and janitorial services used in or on the Premises directly to the providers of such services. Lessor shall not be liable for any loss or damage caused by or resulting from any variation, interruption, or failure of said utility services due to any cause whatsoever, and no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements, or due to accident, strike, act of God, or conditions or event not under Lessor's control, shall be deemed a breach of the Lease or as an eviction of Lessee, or relieve Lessee from any of its obligations hereunder.

6. **LESSEE'S ACCEPTANCE OF PREMISES AS IS.** Lessee acknowledges that Lessee fully accepted the Facility and possession of the Premises as of September 1, 2011.

(A) Lessor warrants that the Facility shall comply with all Applicable Laws (defined later) in effect at the time of delivery of possession to Lessee. If at any time it is determined that the Facility did not, as of delivery to Lessee, comply with Applicable Laws, as warranted by Lessor in the preceding sentence, then, notwithstanding anything to the contrary contained herein, then the same shall be brought into compliance, at Lessor's expense. The term "**Applicable Laws**" shall mean all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and municipal governments, and other governmental or quasi governmental authorities, departments, commissions, and boards.

(B) In the event Lessee elects to acquire the Prime Lessor Property, Lessor shall assign to Lessee any and all warranties and guaranties of third parties held by Lessor for the Facility (including those provided by the general contractor and subcontractors), parts, machinery or systems (collectively, "**Construction Warranties**").

Notwithstanding anything to the contrary contained in this Lease, to the extent that Lessee has claims against Lessor under **Subsections (A) and (C)** and such claims are covered by the Construction Warranties, Lessor shall not be obligated to fulfill its obligations under **Subsections (A) and (C)** until Lessor and Lessee have exhausted its rights and remedies under the Construction Warranties with respect to such claims. Any

limitation of Lessor's warranties under this Lease during the Lease Term is strictly for the benefit of Lessor (and its successors and assigns) and no other party. Neither Lessor's general contractor, its architect, nor any other third party (other than Lessor's successors or assigns) may rely upon such limitation for their benefit and such parties shall remain fully liable to the extent of their obligations under their respective contracts and warranties with Lessor and any Applicable Law. Lessor shall use commercially reasonable efforts to negotiate with its general contractor a minimum one (1)-year warranty on workmanship with respect to the Facility.

(C) Lessor warrants that Lessor's Work will be free of latent defects for a period of one (1) year from the Commencement Date ("**Warranty Period**"). If Lessee notifies Lessor of a latent defect at any time during the Warranty Period, then Lessor, at its expense, will repair such latent defect as soon as reasonably practicable. As used in this Agreement, "**latent defect**" shall mean a defect in the condition of the Premises caused by Lessor's failure to construct the Facility in a good and workmanlike manner and in accordance with Applicable Laws and the final plans approved by the parties, which defect would not ordinarily be observed during a walk-through inspection. The expiration of the Warranty Period shall not affect Lessor's obligations in **Subsection (A)** above.

By occupying the Premises, Lessee accepts the same and acknowledges that the Lessor has complied with all the requirements imposed upon it under the terms of this Lease with respect to the condition of the Premises at the commencement of the Lease Term, subject to Lessor's obligations provided in this **Section 6**. Lessee acknowledges that the Facility shall be jointly designed by Lessor and Lessee and that Lessor makes no warranty or representation, either express or implied except as set forth herein, and, Lessee accepts the Premises, "**AS IS, WHERE IS**", WITH NO REPRESENTATION OR WARRANTY BY LESSOR AS TO THE FITNESS, SUITABILITY, OR USABILITY OF THE PREMISES, OR AS TO THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS ON, ABOUT OR ADJACENT TO THE PREMISES. In addition, Lessee hereby accepts the Premises subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts the Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessee's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's business or use.

## **7. RESTRICTIONS ON USE.**

(A) Lessee shall use the Premises only for the operations of a Charter School (as defined under the Prime Lease) ("**School**") and incidental and related purposes thereto. Lessee will not use or permit the Premises to be used for any other purpose whatsoever without Lessor's prior written consent, which consent may be given or withheld in Lessor's sole discretion.

(B) Except as otherwise permitted under the Master Lease, Lessee shall continuously occupy the Premises and conduct its business from the Premises during the Lease Term.

(C) Lessee covenants and agrees to comply promptly with all statutes, ordinances, rules, orders, regulations and requirements of Federal, State, County and City governments having jurisdiction over Lessee's use and occupation of the Premises. It is acknowledged that Premises, at time of original occupancy by Lessee, shall be in compliance with the Americans with Disabilities Act, as amended, 42 U.S.C. §12101 et seq. ("**ADA**") and Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 791 et seq. Lessee acknowledges and agrees that except as set forth in **Subsection 6(A)** above, it is responsible for compliance with the ADA, and its supporting regulations, and all similar Federal, state or local laws, regulations and ordinances relating to removal of the barriers within the workplace; i.e., arrangement of interior furnishings and access within the Premises, and any improvements installed by Lessee. If Lessor's consent would be required for alterations to bring the Premises into compliance, Lessor agrees not to unreasonably withhold its consent.

(D) Lessee will not use or permit the use of the Premises in any manner that will tend to create a nuisance, or tend to injure the reputation of the Premises.

(E) Lessee represents and warrants to the Lessor that Lessee's use of the Premises will not involve the use of any hazardous substances regulated under the Environmental Laws (defined later). "Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the surface or subsurface environment or atmosphere; the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources; waste, petroleum or chemical handling, exposure, migration, importing, exporting, management, generation, processing, treatment, storage, transport, disposal; health; industrial hygiene; safety; or hazardous material, substance, chemical, product or any derivative, byproduct or constituent thereof.

(i) Lessee agrees to use a high degree of care to be certain that no such hazardous substance is used on the Premises during the Lease Term by Lessee, its agents or assigns, or is introduced to the Premises by the act of any third party.

(ii) The parties agree that Lessor shall have no responsibility to the Lessee for remedial action under any of the Environmental Laws, in the event of a release of or disposition of any such hazardous substance on, in, or at the Premises, whether such release or disposition occurred before or during the term of this Lease.

(iii) Lessee agrees to indemnify and hold harmless the Lessor from any obligation and actual and reasonable expenses, including fees incurred by Lessor for attorneys, consultants, engineers, laboratory testing charges, personal injury and/or natural resource damage claims, etc., arising by reason of the release or disposition of any hazardous substance upon the Premises occurring after the earlier of the Commencement Date or Lessee's occupancy of the Premises, including any remedial action under the Environmental Laws.

(iv) Lessee agrees to promptly remedy any hazardous waste contamination upon the Premises occurring during the Lease Term, and to pay the Lessor any damages incurred Lessor in connection with the remediation of any hazardous substance contamination discovered, any diminution of the value of the Premises occasioned by such contamination, expenses for ongoing mitigation or monitoring of the Premises, or any delay in marketing of the Premises caused by any investigation or remediation of such contamination. Such expenses shall, at the option of the Lessor, be considered to be Additional Rent to be paid by Lessee to Lessor.

(v) The representation, covenants and obligation of this Paragraph shall survive the termination or expiration of this Lease.

(F) Lessee will not permit under any circumstances, any gambling (other than bingo or raffles in compliance with laws) or any other illegal practice at the Premises.

(G) Lessee will not do or permit to be done in or about the Premises anything which will be dangerous to the life or limb, or which will increase any insurance rates upon the Premises or other buildings and improvements.

## 8. TAXES.

8.1 Tax on Leasehold. In the event that any governmental authority having jurisdiction over this Lease during the Lease Term shall levy any tax on this Lease or any part thereof, or any rental occupancy tax, then Lessee shall promptly pay such charge even though such tax may be a liability of the Lessor, and such payment made by Lessee hereunder shall be considered Additional Rent.

8.2 Taxes on Lessee's Property. Lessee shall pay promptly when due all taxes assessed during the Lease Term upon Lessee's fixtures, furnishings, equipment and other property, Lessee's leasehold interest under this Lease, or upon any other personal property situated in or upon the Premises.

## 8.3 Taxes on Premises.

(A) Commencing on the Commencement Date and continuing through the remainder of the Lease Term, Lessee shall pay all Real Estate Taxes (defined later) directly to Lessor in monthly installments; such monthly installments will be due and payable on the first day of each calendar month together with the Base Rent. At the beginning of each calendar year during the Lease Term Lessor will estimate Real Estate Taxes for such calendar year (together with the monthly installments to be paid by Lessee) and notify Lessee of the amount of the monthly installments to be paid by Lessee. If the total of the monthly payments paid by Lessee for Real Estate Taxes in a calendar year exceeds the actual amount of the Real Estate Taxes imposed on the Premises for such calendar year, Lessor will credit Lessee an amount equal to such excess against payments next thereafter becoming due under this Lease. If the actual amount of the Real Estate Taxes imposed on the Premises in a calendar year exceeds the total of the monthly payments paid by Lessee for Real Estate Taxes for such calendar year, then Lessee shall pay Lessor the amount of the deficiency within thirty (30) days after demand by Lessor for such deficiency. Amounts payable by Lessee under this Section shall be proportionately reduced for any fractional part of a calendar year in which such Real Estate Taxes are payable, preceding the commencement or succeeding the termination of the Lease Term. A tax bill submitted by Lessor to Lessee, if so requested by Lessee, shall be sufficient evidence of the amount of Real Estate Taxes assessed or levied against the Premises. The term “**Real Estate Taxes**” shall mean all taxes, assessments, use and occupancy taxes, water and sewer charges, charges for public utilities, excises, levies, license and permit fees and other charges by any public authority, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Lease Term be assessed, levied, charged, confirmed or imposed by any public authority upon, or accrue, or become a lien on (i) the Premises or any part thereof; (ii) the rent and income received by or for the account of Lessee from any sublessees or for any use, maintenance, alteration, repair, or occupation of the Premises; or (iii) such franchises, licenses and permits as may be pertinent to the use of the Premises.

(B) Lessor acknowledges that Lessee is a charter school and may be eligible, and as a result of its use and occupancy of the Premises, the Premises may be eligible, for tax-exempt status with the local taxing authorities that levy and collect Real Estate Taxes. Lessor shall cooperate with Lessee, at no cost to Lessor, in obtaining tax-exempt status for the Premises. If all of the Premises are determined to be exempt from Real Estate Taxes by the local taxing authority as a result of Lessee’s use of the same, Lessor shall pass through to Lessee such reduction in the Real Estate Taxes, and Lessee shall not have to pay any Real Estate Taxes so long as such exemption remains in place. However, to the extent that the Premises are not determined to be entirely tax-exempt, Lessee shall remain liable for those Real Estate Taxes allocable to the Premises, in accordance with **Subsection 8.3(A)** above.

9. **MAINTENANCE OF PREMISES**. Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use or occupancy of the Premises, including without limitation, all costs and expenses required to be incurred in the event that any governmental authority imposes mandatory controls or guidelines on the Premises, or any part thereof, relating to the use or conservation of energy, water, gas, oil and electricity or in the event that Lessor is required to make alterations to the Premises as required to comply such mandatory or voluntary obligations. Lessee shall at all times, at its own expense, and subject to reasonable wear and tear and damage by casualty or condemnation, which are addressed by Article 16 captioned "Destruction of Premises" and Article 17 captioned "Condemnation" respectively, keep the Premises in first class condition and repair as a School. With respect to the Premises, such maintenance and repair shall include, without limitation, all interior and exterior repairs (including all replacements of components, systems or parts which are a part of, or are incorporated into, the Premises or any part thereof), whether structural or nonstructural, foreseen or unforeseen, ordinary or extraordinary and all Premises maintenance including, without limitation, removal of dirt, snow, ice, rubbish and other obstructions and maintenance of sidewalks and landscaping. Lessee acknowledges and agrees that Lessor shall have no obligation to maintain or repair the Premises, or any portion thereof. Lessee shall have full responsibility for maintenance, repairs, and replacements, capital or otherwise. Lessee shall attend any maintenance training required by Lessor from time to time and shall comply with any maintenance and repair requirements established by Lessor from time to time and all guidelines, requirements and standards contained in any construction and manufacturing warranties with respect to the maintenance, repair and replacement of the Premises, any portion thereof, and any equipment serving the Premises. All replacements made by Lessee in accordance under this Lease shall be of like size, kind and quality to the items replaced as they existed when originally installed and shall be subject to Lessor's approval. Lessee shall

forthwith replace in a neat and workmanlike manner any glass doors and windows broken upon the Premises. Lessee will not overload and will permit no waste, damage or injury to the Premises and at Lessee's own cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so that they will not freeze or become clogged, and will repair all leaks, and will also repair all damages caused by leaks or by reason of a Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on the Premises. Upon Lessor's request, Lessee shall, at its sole cost and expense, contract with a qualified service company approved by Lessor for the periodic maintenance and the repair and replacement, as necessary, of the Premises, and any portion thereof, including air-conditioning system serving the Premises. If Lessee fails to perform Lessee's obligations under this Paragraph in a manner satisfactory to Lessor in its reasonable determination, Lessor may at its option (but shall not be required to) enter the Premises, after ten (10) days' prior written notice to Lessee, and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the Default Rate shall become due and payable as Additional Rent to Lessor upon demand.

10. **RIGHT OF INSPECTION.** Lessor, Ground Lessor, and Prime Lessor and their respective employees and agents may enter the Premises at all reasonable hours and upon reasonable verbal or written notice (and in emergencies at all times) without diminution or abatement of rent and without liability to Lessee, to: (a) inspect the Premises; (b) make repairs, additions or alterations to the Premises or to any property owned or controlled by Lessor, Ground Lessor and Prime Lessor, as the case may be; (c) serve or post any notice required or permitted under the provisions of this Lease or by law; (d) cure any Event of Default by Lessee or to exercise any remedy of Lessor available for an Event of Default; (e) show the Premises to prospective new Lessees and purchasers; and (f) for any other lawful purpose incident to Prime Lessor's ownership of the Facility and to Ground Lessor's ownership of the Land. In exercising the foregoing rights, Lessor shall use commercially reasonable efforts to minimize any interference with Lessee's operations at the Premises, and comply with Lessee's reasonable rules or requirements for safety and security; and Lessee shall have the right to provide a representative of Lessee to accompany any entry by Lessor.

11. **ALTERATIONS.** Lessee will not make any alteration, additions or improvements in or to the Premises without the written consent of Lessor first having been obtained, which consent may be withheld in Lessor's sole discretion. Before commencing any work relating to approved alterations, additions and improvements affecting the Premises, Lessee shall notify Lessor in writing of the expected date of commencement thereof. Lessee shall not permit any mechanics or materialmen's liens to be levied against the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or to Lessee's agents or contractor in connection with work of any character preformed or claimed to have been preformed on the Premises by or at the direction of Lessee. Unless Lessor requires their removal by notice to Lessee given at the time of consent, all alterations, improvement or additions which may be made on the Premises shall become the property of Lessor and remain upon the Premises and be surrendered with the Premises at the expiration of the Lease Term. If any mechanics or materialmen's lien, at any time, is filed against the Premises, or any part of the Premises, Lessee will cause such lien to be discharged of record within thirty (30) days after the filing of such lien (or any shorter period if required under Lessor's loan documents applicable to the Premises), except that if Lessee desires to contest such lien, it will furnish Lessor, within such 30-day (or shorter) period, security reasonably satisfactory to Lessor and its lender of at least 150% of the amount of the claim (or such higher amount as required to comply with applicable statutes to release the lien), plus estimated costs and interest or comply with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee will pay and satisfy the same at once.

At any time Lessee either desires to or is required to make any repairs, alterations, additions, improvements or utility installation thereon, or otherwise, Lessor may at its sole option require Lessee, at Lessee's sole cost and expense, to obtain and provide to Lessor a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of such improvements, to insure Lessor against liability for mechanics and materialmen's liens and to insure completion of the work. Lessee agrees that Lessor, at its option, may at its own expense make repairs, alterations or improvements which Lessor may deem necessary or advisable for the preservation safety or improvement of the Premises, including the right to modernize, improve, alter or make other changes to the Facility, or any portion thereof following no less than thirty (30) days notice to Lessee and

approval of Lessee (which approval shall not be unreasonably withheld, delayed, or conditioned) solely as to the nature of such alterations or improvements to make sure they are consistent with Lessee's use of the Premises and its programmatic requirements, provided that Lessee shall at all times have reasonable access to the Premises, and Lessor shall schedule all such activities to minimize interference with Lessee's school program. Notwithstanding any provision to the contrary in this Section, Lessee may, following ten (10) days prior written notice to Lessor make the following alterations without prior consent from Lessor: (i) installation of Lessee's trade fixtures; and (ii) non-structural alterations, additions, or improvements in the Premises that cost less than \$5,000 to complete the entire project or are decorative or cosmetic in nature (such as repainting, recarpeting, reflooring, hanging wall coverings, installing low-voltage wiring and hanging pictures and light-weight shelving); provided, however, that Lessee shall comply with the terms of the Master Lease applicable to such alterations.

12. **LIMITATION UPON LESSOR'S LIABILITY.** Lessor shall not be liable for any damage to property or persons caused by, or arising out of (a) any defect in (except as provided in **Section 6** above) or the maintenance or use of the Premises; or (b) water coming from the roof, water pipes, or any other source whatsoever, whether within or without the Premises; or (c) any act or omission of any Lessee or other occupants of the building, or their agents, servants, employees or invitees thereof.

13. **INSURANCE.**

13.1 **Insurance under Master Lease.** Lessor shall, at Lessee's expense, procure and maintain during the Lease Term all policies of insurance required from the tenant under the Ground Lease and all policies of insurance required from the tenant under the Prime Lease. Lessee shall reimburse Lessor for such Lessor's insurance premiums as provided in **Section 13.3** of this Lease. Such insurance expenses shall be considered to be Additional Rent under this Lease.

13.2 **Lessee's Insurance.**

(A) **Liability Insurance.** The Lessee shall obtain and maintain at its own expense during the Lease Term a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$2,000,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$2,000,000 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further against liability for property damage of at least \$2,000,000. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Such insurance shall name Lessor (and Lessor's lender if requested by Lessor) as an additional insured.

(B) **Insurance on Personal Property.** Lessee agrees, at Lessee's expense, to maintain during the entire Lease Term a policy providing fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and special extended coverage insurance in an amount adequate to cover the full cost of replacement of all personal property, inventory, decorations, trade fixtures, furnishings, equipment and other contents in the Premises.

(C) **Automobile.** Lessee shall maintain comprehensive automobile insurance covering all owned, non-owned and hired automobiles used in connection with the operation of the Premises (and each of them) and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence.

(D) **Employee Dishonesty.** Lessee shall maintain, with respect to the operations on the Premises, a policy for employee dishonesty with limits not less than \$25,000 per claim.

(E) **Workers' Compensation Insurance; Other Insurance Policies.** In addition to the foregoing policies, Lessee agrees, at Lessee's expense, to maintain the following insurance policies during the entire Lease Term: (i) Workers' Compensation Insurance as required by law for all of its employees who work at or visit the Premises; (ii) Voluntary Compensation and Employer's Liability (including occupational disease) coverage with

limits not less than \$100,000 per occurrence; and (iii) such other insurance policies as Lessor may reasonably require from time to time or as are customary for reasonably prudent lessees similarly situated to Lessee to carry.

13.3 Monthly Installments. On or prior to the commencement of each Lease Year, Lessor shall submit to Lessee an invoice for the amount of the annual premiums for Lessor's insurance and other insurance policies under **Section 13** paid for by Lessor for such Lease Year. Lessee shall pay such amount within thirty (30) days of Lessor's invoice, provided that if the cost of such annual premiums exceeds \$2,000, then Lessee shall have the right to pay for such insurance premiums in twelve (12) equal monthly installments; such monthly installments will be due and payable on the first day of each calendar month together with the Base Rent starting on the commencement date of the applicable Lease Year. For any costs or deductibles for any insurance policy required hereunder in addition to the cost of annual premiums, Lessee shall pay Lessor such amounts within thirty (30) days after demand by Lessor.

13.4 Insurance Policies. All insurance policies required under this **Section 13** shall name Lessor, Ground Lessor, Prime Lessor, and the holder of a first mortgage or deed of trust on the Premises as additional insureds. All insurance policies required under this **Section 13** (to the extent applicable) shall be delineated as primary in coverage to any other available insurance coverage and shall name Lessor as an additional insured (as well as Lessor's holding company and/or lenders as Lessor may designate from time to time). Any company underwriting any of the insurance required to be procured by Lessee under this Lease shall have, according to *A.M. Best Insurance Guide*, a Best's rating of not less than A-VII and a Financial Size Category of not less than IX and shall be licensed in the state in which the Premises are located. Prior to the Commencement Date, Lessee shall deliver to Lessor copies of policies of such insurance acquired by Lessee, or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Lessor. Lessee shall, not less than thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals or "binders" thereof, and if not so provided after five (5) days notice to Lessee, Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to above. Lessee shall forthwith, upon Lessor's demand, reimburse Lessor for any additional premiums attributable to any act or omission or operation of Lessee causing such increase in the cost of insurance. If the Lessee shall fail to procure and maintain any insurance required hereunder, the Lessor may, but shall not be required to, procure and maintain the same, but at the expense of Lessee. If Lessor is the insuring party, and if the insurance policies maintained hereunder cover other improvements in addition to the Premises, Lessor shall deliver to Lessee a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed.

13.5 Release: Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, it is agreed that each party (the "**Releasing Party**") hereby releases the other (the "**Released Party**") from any liability which the Released Party would, but for this Section, have had to the Releasing Party during the Lease Term resulting from any accident or occurrence or casualty (i) which is covered by Lessee's required insurance hereunder, or (ii) which is or would be covered by a fire or "all risk" property insurance policy in use in the state in which the Premises is located, whether or not the Releasing Party is actually maintaining such an insurance policy, or (iii) which is covered by any other casualty or property damage insurance being carried by the Releasing Party at the time of such occurrence, which casualty may have resulted in whole or in part from any act or neglect of the Released Party, its officers, agents or employees; provided, however, the mutual releases hereinabove set forth shall become inoperative and null and void if the Releasing Party wishes to place such insurance with an insurance company which takes the position that the existence of such release vitiates or would substantially adversely affect any policy so insuring the Releasing Party and notice thereof is given to the Released Party. Notwithstanding any other term or provision to the contrary set forth herein, Lessee agrees and acknowledges that Lessor shall have no responsibility or liability for any loss, damage or injury to Lessee's Property which is located in, on or about the Premises at any time and from time to time, regardless of the cause of such loss, damage or injury, and that all of Lessee's Property is located in, on or about the Premises at Lessee's sole risk. Lessee hereby releases Lessor from any and all claims with respect to loss, damage or injury to Lessee's Property located in, on or about the Premises, regardless of the cause of such loss, damage or injury,

except to the extent the same is caused by any willful or grossly negligent act or omission of Lessor, its agents, employees or contractors.

13.6 **Hold Harmless.** Lessee agrees to indemnify and save harmless, Ground Lessor, Prime Lessor, Lessor, their trustees, directors, officers, agents and servants from and against all liabilities, costs and expenses (including reasonable attorney's fees and expenses) and all actual damages imposed upon or asserted against the Ground Lessor, Prime Lessor, and/or Lessor, or consequential damages imposed upon or asserted against the Ground Lessor, Prime Lessor, or Lessor by unaffiliated third parties, including, without limitation, any liabilities, costs and expenses damages imposed upon or asserted against Ground Lessor, Prime Lessor, or Lessor, on account of (i) any use, misuse, non use, maintenance or repair by Lessee of the Premises, (ii) any impositions which are the obligation of Lessee to pay pursuant to the applicable provisions of this Lease, (iii) any liability Lessor may incur or suffer as a result of the ADA affecting the Premises, (iv) any accident, injury to or death of any person or damage to property on or about the Premises, except in each instance to the extent the same is caused by any willful or grossly negligent act or omission of Ground Lessor, Prime Lessor or Lessor, their agents, employees or contractors; and (v) any and all liabilities, claims, demands, damages, penalties, expenses (including, without limitation, reasonable costs and attorneys' fees including reasonable costs and attorneys' fees on any appeal), judgments, proceedings and causes of action imposed upon, incurred by, or asserted against Ground Lessor, Lessor or Prime Lessor, which arise out of, or are alleged to have arisen out of, any violation by Lessee or Lessee's agents, contractors, subtenants, employees, licensees, concessionaires or invitees (collectively, "**Lessee's Agents**") of any of the terms or provisions of the Master Lease. If at any time any claims, costs, demands, losses or liabilities are asserted against Ground Lessor, Prime Lessor, or Lessor by reason of any of the matters as to which Lessee indemnifies Lessor hereunder, Lessee will, upon notice from Lessor, defend any such claims, costs, demands, losses or liabilities at Lessee's sole cost and expense by counsel selected by Lessee and reasonably acceptable to Ground Lessor, Prime Lessor, and/or Lessor.

13.7 **Exemption of Lessor from Liability.** Except for claims arising from Lessor's gross negligence or willful misconduct that are not covered by Lessor's and Lessee's insurance required hereunder, Lessee waives all claims against Lessor for injury or death to persons, damage to property, personal property, or to any other interest of Lessee sustained by Lessee or any party claiming, through Lessee resulting from: (i) any occurrence in or upon the Premises, (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers, (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, or other casualty, (iv) subject however, to the warranties described in Section 6 above, the Facility, Premises, or the operating and mechanical systems or equipment of the Facility, being defective, or failing, and (v) any theft, vandalism, malicious mischief, theft or other acts or omissions of any other parties including, without limitation, contractors and invitees at the Premises.

14. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability of materials, failure of power, restrictive change in governmental laws or regulations, riots, insurrections, war, or any other cause or contingency beyond the control of the party delayed in performing work or doing acts required under the terms of this Lease (each an event of "**Force Majeure**"), then performance of such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not, however, operate to excuse Lessee from the prompt payment of Base Rent, Additional Rent, or any other payment required by the terms of this Lease, to be made by Lessee.

15. **ASSIGNMENTS AND SUBLEASES.**

(A) Lessor may assign this Lease or any interest in this Lease at any time without the consent of Lessee.

(B) Lessee shall not, either voluntarily or by operation of law, assign, transfer, mortgage, encumber, pledge or hypothecate this Lease, the Option, the right of first offer granted to Lessee under **Section 2.7**, or Lessee's interest in this Lease, in whole or in part, permit the use of the Premises or any part of the Premises by any persons other than Lessee or Lessee's employees, or sublease the Premises or any part of the Premises, without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. If Lessee



is or becomes a profit corporation, an unincorporated association or a partnership, the assignment, transfer, mortgage, encumbrance, pledge or hypothecation of any stock or interest in such corporation, association or partnership shall be deemed an assignment within the meaning of this Section. Lessee agrees to reimburse Lessor for all expenses incurred by Lessor in connection with any such request for sublease or assignment. Any transfer of this Lease from Lessee by merger, consolidation, liquidation or transfer of assets shall constitute an assignment for the purposes of this Lease. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation to pay the rent and to perform all other obligations to be performed by Lessee hereunder for the term of this Lease. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. Any sale assignment, hypothecation, transfer or subletting of this Lease which is not in compliance with the provisions of this **Section 15** shall be void. Lessor's consent, if any, in writing to Lessee's subleasing the Premises, or any portion thereof, shall not be effective until and unless Lessee and its sublessee execute and deliver to Lessor a Consent to Sublease in the form attached as **Exhibit B** to this Lease.

(C) Notwithstanding anything to the contrary in **Subsection (B)** above, Lessee may without Lessor's consent, grant licenses as part of its functioning as a public school to community groups such as boy scouts, girl scouts, community sports leagues, or churches for temporary or episodic use of a portion of the Premises outside of school hours if permitted under the Prime Lease, provided that such licenses shall be subject and subordinate at all times to this Lease, and to all of the terms and conditions of this Lease; provided further that Lessor shall not be bound by any of the terms, covenants, conditions, provisions or agreements of such licenses and shall not be liable to such licensees for any of Lessor's actions or omissions under this Lease. Lessee shall provide Lessor copies of any such permitted licenses within fifteen (15) days following execution of the same.

(D) Anything contained in this Lease to the contrary notwithstanding, Lessee shall not: (i) sublet or assign or enter into other arrangements such that the amounts to be paid by the sublessee or assignee thereunder would be based, in whole or in part, on the income or profits derived by the business activities of the sublessee or assignee; (ii) sublet or assign the Premises or this Lease to any person that Prime Lessor owns, directly or indirectly (by applying constructive ownership rules set forth in Paragraph 856(d)(5) of the Internal Revenue Code), a 10% or greater interest within the meaning of Paragraph 856(d)(2)(B) of the Code; or (iii) sublet or assign the Premises or this Lease in any other manner or otherwise derive any income which could cause any portion of the amounts received by Lessor or Prime Lessor pursuant to this Lease, the Prime Lease or any sublease to fail to qualify as "rents from real property" within the meaning of Paragraph 856(d) of the Code, or which could cause any other income received by Lessor or Prime Lessor to fail to qualify as income described in Paragraph 856(c)(2) of the Code. The requirements of this **Section (D)** shall likewise apply to any further subleasing by any subtenant.

## 16. **DESTRUCTION OF PREMISES.**

16.1 **Damage or Destruction; Lessor to Rebuild.** In case the Premises or the Facility are partially or totally destroyed by fire or other casualty insurable under Lessor's casualty insurance so as to become partially or totally untenable, Lessor agrees to rebuild and repair the Premises as provided in **Section 16.3**, unless Lessor elects not to rebuild as provided in **Section 16.2**.

16.2 **Lessor's Option to Terminate.** Subject to the provisions of the Master Lease, if it so happens that:

(A) The Premises are declared unsafe or unfit for occupancy by any governmental authority and repairs are thereby required in excess of \$500,000, and Lessor and Lessee cannot reach agreement as to the payment and/or amortization of such costs necessary to make such repairs;

(B) Such destruction occurs during the last two (2) years of the Lease Term. Lessor's estimated time to complete the repairs is more than 90 days to complete the repairs, and Lessee has not elected to exercise the first or second Renewal Option, as applicable;

(C) Lessor's estimated time to complete the repairs is more than 240 days to complete the repairs;

(D) Lessor is required to pay all or substantial portion of insurance proceeds under Lessor's insurance policies to Lessor's lender;

(E) Insurance proceeds adequate to repair the Facility are not available to Lessor for any reason other than Lessor's failure to maintain insurance as required by **Section 13.1** above;

(F) To the extent the consent of Lessor's lender is required for restoration of the Facility, Lessor's lender is not willing to grant such consent;

(G) To the extent the consent of Ground Lessor or Prime Lessor is required for restoration of the Facility, such party is not willing to grant such consent; or

(H) Lessor, as the tenant under the Prime Lease, has the right to terminate the Prime Lease,

then, in any such event, Lessor shall promptly notify Lessee in writing of the foregoing ("**Lessor's Notice**") and either party may terminate this Lease within 20 days after Lessor's Notice by giving written termination notice to the other party. If neither party elects to terminate this Lease as provided above, subject to the provisions of **Section 16.4**, this Lease will remain in full force and effect and the parties waive the provisions of any law to the contrary, and Lessor shall, with the insurance proceeds available to Lessor and only to the extent such proceeds are sufficient for such repair, rebuild or put the Facility in good condition and fit for occupancy within 120 days after such destruction or damage (using due diligence but subject to Force Majeure events).

**16.3 Portions to be Rebuilt by Lessor and Lessee.** Lessor's obligation to rebuild (should Lessor elect or be obligated to repair or rebuild) will be limited to the Facility, as originally provided to Lessee on the Commencement Date, to the extent that insurance proceeds are available to Lessor to rebuild. All insurance proceeds available as a result of any casualty, including any proceeds payable under Lessor's casualty insurance policy or any other property insurance covering the Premises maintained by Lessee or Lessor under **Section 13** of this Lease or otherwise, will be payable solely to Lessor, and Lessee will have no interest in such proceeds. Unless this Lease is terminated by Lessor, Lessee shall replace all personal property and trade fixtures placed in the Premises by Lessee in a manner and in at least a condition equal to that existing prior to the destruction or casualty and the proceeds of all insurance carried by Lessee on its property and fixtures shall be held in trust by Lessee for the purpose of said repair and replacement.

**16.4 Abatement of Rent.** Until repair of the Premises is complete under this **Section 16** the Base Rent shall be abated proportionately as to that portion of the Premises that is unusable by Lessee bears to the total square footage of the Premises; provided that Base Rent shall abate only to the extent covered by the business interruption insurance carried by Lessor under the Master Lease. If the damage to the Premises is due to the gross negligence or intentional act of Lessee or its agents, representatives or contractors, or any other party operating by, through or under Lessee, there shall be no abatement of Rent.

## **17. CONDEMNATION.**

**17.1 Rights under Prime Lease.** If the Prime Lease gives Lessor any right to terminate the Prime Lease in the event of the partial or total condemnation of the Premises, the exercise of such right by Lessor shall not constitute a default or breach hereunder.

**17.2 Termination of Lease.** If the whole or a substantial portion of the Premises shall be acquired or condemned by eminent domain proceedings for any public or quasi-public use, then Lessor shall have the right

terminate this Lease as of the date title or possession shall be transferred in such proceedings, whichever shall first occur, and all rental shall be paid up to that date and Lessee shall have no claim against Lessor for the value of any unexpired Lease Term.

17.3 Partial Condemnation. If any part of the Premises shall be taken, and such partial taking shall render that portion not so taken unsuitable for the conduct of the business of Lessee, then Lessor may terminate this Lease. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Lessee, then this Lease shall continue in effect without any rent abatement and Lessor shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Facility (excluding Lessee's Property), provided that Lessor shall not be required to expend for such work an amount in excess of the amount received by Lessor as damages for the part of the Premises so taken.

17.4 Condemnation Award. In the event of any condemnation or taking as herein above specified, whether whole or partial, Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation, and Lessor is to receive the full amount of such award, Lessee hereby expressly waiving any right or part thereto; provided that Lessor will not be entitled to any award made to Lessee for loss of business, cost of removal of trade fixtures and relocation expenses.

18. SURRENDER OF PREMISES. On the last day of the Lease Term, or on any sooner termination, Lessee shall surrender the Premises to Lessor in good condition, broom clean, ordinary wear and tear excepted and deliver all keys to the Premises to the Lessor. On or before the last day of the Lease Term, Lessee shall remove from the Premises any and all personal property of Lessee located on the Premises, including, but not limited to, furniture, equipment, and fixtures belonging to or leased by Lessee and repair, at its expense, any damage to the Premises occasioned by its removal, which repair shall include the patching and filling of holes and repair of structural damage. Any and all alterations, additions or improvements which may be made by either of the parties on the Premises, except movable office furniture or trade fixtures put in at the expense of Lessee, shall be the property of the Lessor and shall remain on and be surrendered with the Premises as part thereof upon termination of this Lease, unless Lessor requires to remove them at the end of the Lease Term.

19. DEFAULTS; REMEDIES.

19.1 Lessee's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee (an "Event of Default"): (i) The abandonment of the Premises by Lessee; (ii) The failure or refusal of Lessee to take delivery of the Premises pursuant to **Section 1.3** hereof; (iii) the failure or refusal of Lessee to make any payment of Base Rent, Additional Rent or any other payment required to be made by Lessee hereunder, as and when due; (iv) The failure by Lessee to observe or perform any of the other covenants, conditions or provisions of this Lease, including any Exhibit of this Lease, to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of the Event of Default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, or if Lessee neglects or fails to perform or observe any of the other covenants, terms, provisions or conditions on the part of Lessor, as tenant under the Prime Lease, within the period therein specified, or if Lessee neglects or fails to perform or observe any of the other covenants, terms, provisions or conditions on the part of the tenant under the Ground Lease, within the period therein specified; (v) Lessee makes an unauthorized assignment of this Lease or enters into any unauthorized sublease; (vi) Lessee's charter is revoked or terminated, provided that it shall not be an Event of Default if Lessee receives a notice of revocation or probation with respect to its charter so long as Lessee takes all action necessary to prevent the charter from being revoked and keeps Lessor continually advised of its progress in causing the notice of revocation or probation to be withdrawn and the charter to remain in full force and effect; or (vii) Lessee's failure to perform its obligations under any Prime Lessor Document; (viii) any representation or warranty made by Lessee herein or in any certificate, financial statement or document furnished pursuant to the provision hereof shall prove to have been false or misleading in any material respect as of the time made or furnished; (ix) If Lessee (a) admits in writing its inability to pay its debts generally as they become due, (b) commences any case, proceeding or other action

seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any federal, state or local law relating to bankruptcy, insolvency, reorganization or relief of debtors, (c) makes an assignment for the benefit of its creditors, (d) is generally unable to pay its debts as they mature, (e) seeks or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (f) files a petition or answer seeking reorganization or arrangement under an order or decree appointing, without the consent of Lessor, a receiver of Lessee of the whole or substantially all of its property, and such case, proceeding or other action is not dismissed or stayed within ninety (90) days after the commencement thereof; (x) if the estate or interest of Lessee in the Premises or any of them or any part thereof is levied upon or attached in any proceeding and the same is not vacated or discharged or stayed within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Lessee of notice thereof from Lessor (unless Lessee is contesting such lien or attachment in accordance with this Lease ); or (xi) any event of default by the tenant under the Prime Lease or the tenant under the Ground Lease if the event of default is caused by any act or omission of Lessee. Notwithstanding anything to the contrary contained in this Lease, Lessee's cure period under this Lease shall not exceed Lessor's corresponding cure period under the Master Lease.

#### 19.2 Lessor's Remedies:

(A) Irreparable Harm. Lessee agrees and acknowledges that upon the occurrence of an Event of Default by Lessee, Lessor shall suffer and will continue to suffer irreparable harm and injury that cannot be compensated completely in monetary damages because, among other reasons, (i) Lessor would need at least two (2) years to find a suitable school tenant to replace Lessee after having incurred millions of dollars toward developing the Facility; (ii) Lessor has designed the Facility specifically for Lessee to accommodate Lessee's unique use of the Facility for a school, and there is no other reasonable alternative use for the Facility; (iii) Lessee is a special-purpose non-profit entity and has few, if any, assets to cover monetary damages, if any, resulting from an Event of Default; and (iv) Lessor's damages resulting from Lessee's Event of Default are and would be difficult, if not impossible, to determine given the unique terms, conditions, and circumstances arising from this Lease.

(B) Remedies. Upon any Event of Default by Lessee under this Lease, Lessor may at any time, without waiving or limiting any other right or remedy available to Lessor, take any or all of the following actions:

(i) perform in Lessee's stead any obligation that Lessee has failed to perform, and Lessee shall reimburse Lessor promptly for any cost incurred by Lessor with interest from the date of such expenditure until paid in full at the Default Rate;

(ii) terminate Lessee's rights and interests under this Lease by providing written notice of termination to Lessee;

(iii) reenter and take possession of the Premises by any lawful means (with or without terminating this Lease);

(iv) to require that Lessee, at its expense, engage a business management consultant ("**Consultant**") to evaluate Lessee's operations at the Premises. The Consultant shall be approved by Lessor in advance, and Lessor shall approve the scope and purpose of the evaluation. The Consultant shall prepare a report within thirty (30) days following Lessor's approval of the above, and shall deliver the same to Lessor and Lessee, and thereafter, Lessee shall, at its expense, implement the commercially reasonable recommendations of the Consultant that are approved by Lessor; or

(v) pursue any other legal or equitable remedy including, without limitation, specific performance or declaratory or injunctive relief.

(C) Miscellaneous. Lessee shall pay to Lessor damages arising from Lessee's default and any and all costs of exercising any of the foregoing remedies, including attorney and expert fees and costs, the

cost of recovering possession of the Premises, all costs of reletting, including reasonable renovations, remodeling and alteration of the Premises, the amount of any commissions paid by Lessor in connection with such reletting, and all other costs and damages arising out of the Lessee's default. No reentry to or taking possession of the Premises or other action by Lessor or its agents on or following the occurrence of any Event of Default by Lessee shall be construed as an election by Lessor to terminate this Lease or as an acceptance of any surrender of the Premises, unless Lessor provides Lessee written notice of such termination or acceptance. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

19.3 Liability of Lessee. Subject to the limitations set forth in Section 21 below, notwithstanding any termination or reentry upon an Event of Default by Lessee, the liability of Lessee for the rent payable under this Lease shall not be extinguished for the balance of the Lease Term, and Lessee agrees to compensate Lessor on demand for any deficiency, whether arising from (v) re-letting the Premises at a lesser rent than applies under this Lease, (w) re-letting the Premises for a term shorter than the remaining Lease Term, (x) re-letting less than all of the Premises, (y) any default in the payment of rent by any person to whom Lessor re-lets the Premises, or (z) any other cause whatsoever.

19.4 Default by Lessor. Lessor shall not be in default under this Lease unless Lessor fails to perform an obligation required of Lessor under this Lease within thirty (30) days after written notice by Lessee to Lessor and the holder of any mortgage or deed of trust covering the Premises whose name and address have been furnished to Lessee in writing, specifying the respects in which Lessor has failed to perform such obligation, and such holder fails to perform such obligation within a second thirty (30) day period commencing on the expiration of such first thirty (30) day period. If the nature of such obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor or such holder commences performance within their respective thirty (30) day periods and after such commencement diligently prosecutes the same to completion.

## 20. GENERAL PROVISIONS.

20.1 Waiver. No waiver by Lessor of a breach by Lessee of any covenant, agreement, stipulation or condition of this Lease shall be construed to be a waiver of any succeeding breach of the same covenant, agreement, stipulation or condition or breach of any other covenant, agreement, stipulation or condition. The acceptance by Lessor of rent after any breach by the Lessee of any covenant or condition by the Lessee to be performed shall be construed to be payment for the use and occupation of the Premises and shall not waive any such breach or right of forfeiture arising therefrom.

20.2 Status of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between Lessor and Lessee.

20.3 Recording Short Form Lease. This Lease shall not be recorded except by agreement of both parties but it is agreed that, upon request by either party, the parties will execute a short form of this Lease containing the description of the Premises, the provisions relating to the terms of the Lease, and a reference to this Lease instrument.

20.4 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Colorado, without giving effect to its conflict of law principles.

20.5 Notices. All notices under this Lease shall be in writing and delivered in person, with written acknowledgment of receipt thereof, or sent by overnight courier service, or by certified mail, return receipt requested, unto the other party at the following addresses:

LESSOR: Benjamin Franklin Academy Project Development, LLC

c/o HighMark School Development,  
6900 South 900 East, Suite 100,  
Midvale, Utah 84047  
Attn: Glenn Hileman

LESSEE: Ben Franklin Academy  
2270 Plaza Drive  
Littleton, CO 80129  
Attn: President

or in case of any notice unto Lessee after the Commencement Date, to the Premises, or such address as may hereafter be designated by either party in writing.

20.6 Estoppels. Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent, security deposit, and other charges are paid in advance, if any, (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults, if any, which are claimed, and (iii) including any other information as may be requested by Lessor, Ground Lessor and/or Prime Lessor. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one (1) month's rent has been paid in advance.

20.7 Financial Statements. If Lessor desires to finance or refinance the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender designated by Lessor such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three (3) years' financial statements of Lessee (if available).

20.8 Legal Review. Each party has reviewed, and has had the opportunity to consult with its own counsel as to the terms of this Lease and represents that it understands and has full knowledge of its rights and obligations under this Lease. The parties hereto expressly waive any and all applicable common law and statutory rules of construction that any provision of this Lease should be construed against the Lease's drafter, and agree and affirm that the Lease and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

20.9 Incorporation of Prior Agreements, Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. Lessee acknowledges that all prior versions of this Lease (whether executed by both parties or not), including, without limitation, that certain executed Lease dated on or about April 19, 2011 but made effective as of March 22, 2011 ("**Prior Lease**"), are no longer effective and shall be null and void. Except as otherwise provided in Section 1.7.B., this Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

20.10 Holding Over. If the Premises are not surrendered at the end of the Lease Term, Lessee will indemnify Lessor for, from and against any loss or liability resulting from delay by Lessee in so surrendering the Premises, including without limitation, any claims made by any succeeding lessee based on such delay. This indemnity will survive the expiration or earlier termination of the Lease Term and any holdover term. If Lessee should remain in possession of the Premises after the expiration of the Lease Term without executing a new Lease, then such holding over will be construed as a tenancy from month to month, subject to all the covenants, terms, provisions and obligations of this Lease except that the Base Rent during any holdover tenancy will be equal to the Base Rent in effect at the expiration of the Lease Term multiplied by 150%. Nothing contained in

this Section or elsewhere in this Lease will be construed as Lessor's permission for Lessee to hold over or as limiting Lessor's remedies against a holdover lessee.

20.11 Subordination; Attornment.

(A) This Lease shall be automatically subordinate to the Ground Lease, Prime Lease, any mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the Premises and to any and all advances made on the security thereof. If any mortgagee, trustee or ground lessor, including the Ground Lessor and Prime Lessor, shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, including the Ground Lease and Prime Lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust, ground lease, Ground Lease, or Prime Lease, whether this Lease is dated prior to subsequent to the date of said mortgage, deed of trust, ground lease, Ground Lease, or Prime Lease, or the date of recording thereof. Lessee agrees to execute any reasonable documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust, Ground Lease, or Prime Lease, as the case may be, and the failing to do so within ten (10) business days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead, to do so.

(B) In the event that (i) the Prime Lease is terminated, or (ii) the Prime Lease or this Lease is rejected under Section 365 of the Bankruptcy Code, Lessee will attorn to the Prime Lessor and recognize the Prime Lessor as the lessor under this Lease, provided that Prime Lessor has provided Lessee with a non-disturbance agreement with commercially reasonable terms containing a covenant binding upon the holder thereof to the effect that as long as no Event of Default shall have occurred and be continuing, this Lease shall not be terminated or modified in any respect whatsoever, nor shall the rights of Lessee hereunder or its occupancy of the Premises be affected in any way.

(C) In the event Lessee enters into a sublease for any part of the Premises (a "**Sub-Sublease**"), the Sub-Sublease shall include a requirement that the tenant under the Sub-Sublease will attorn to (i) Prime Lessor in the event that the Prime Lease and this Lease are terminated or in the event that the Prime Lease, this Lease and the Sub-Sublease are rejected under Section 365 of the Bankruptcy Code, or (ii) Lessor, as the tenant under the Prime Lease, in the event this Lease is terminated or in the event that this Lease or the Sub-Sublease are rejected under Section 365 of the Bankruptcy Code.

20.12 Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be awarded their reasonable attorney's fees to be paid by the losing party as fixed by the court, in addition to any other damages or awards.

20.13 Authority. Any individual executing this Lease on behalf of an entity hereby individually represents and warrants that they are duly authorized to execute this Lease on behalf of the entity and to cause the entity to be bound thereby. Lessee represents to Lessor that Lessee's Board of Directors ("**Board**") has approved the terms of this Lease. On or prior to the execution of this Lease by Lessee, Lessee shall submit to Lessor a copy of the Board resolution approving the terms of the Lease and authorizing an individual executing this Lease on behalf of Lessee to execute this Lease; such resolution shall be in substantially the same form as **Exhibit C** to this Lease.

20.14 Broker. There was no real estate broker representing Lessor or Lessee in the negotiation of this Lease. No commissions are due to any brokers whatsoever from any party representing either Lessor or Lessee.

20.15 Transfer of Premises by Lessor. In the event of any sale, conveyance, transfer or assignment by Lessor of its interest in the Premises, Lessor shall be relieved of all liability arising from the Lease and arising out of any act, occurrence or omission occurring after the consummation of such sale, conveyance, transfer or assignment. The Lessor's transferee shall be deemed to have assumed and agreed to carry out all of the obligations of the Lessor under this Lease, including any obligation with respect to the return of any security deposit.

20.16 Interpretation. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The section headings contained in this Lease are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Lease. The provisions of this Lease shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

20.17 Invalidity of Provision. If any provisions of this Lease as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Lease, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Lease as a whole.

20.18 Counterparts. This Lease may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

20.19 Time of Essence. Time is of the essence of each provision of this Lease.

20.20 Reporting Requirements.

(A) Financial Information. Lessee hereby covenants and agrees to deliver to Lessor the following: (1) within ninety (90) days after the end of each fiscal year of Lessee, consolidated statements of income, retained earnings and cash flows of Lessee or, if part of a consolidated group for financial reporting purposes, Lessee and each person part of such consolidated group for such fiscal year and the related consolidated balance sheets as at the end of such fiscal year, setting forth in each case in comparative form the corresponding consolidated figures for the preceding fiscal year, and accompanied by an opinion thereon of independent certified public accountants of recognized national standing, which opinion shall state that such consolidated financial statements fairly present the consolidated financial condition and results of operations of Lessee or such consolidated group as at the end of, and for, such fiscal year in accordance with generally accepted accounting principles consistently applied, is in effect from time to time (“GAAP”); (2) within thirty (30) days after the end of each interim quarterly fiscal period of each fiscal year of Lessee, unaudited consolidated statements of income, retained earnings and cash flows of Lessee for such period and for the period from the beginning of the respective fiscal year to the end of such period, and the related consolidated balance sheets, such comparison shall be to the last day of the prior fiscal year), accompanied by a certificate of a financial administrator or financial officer of Lessee, as applicable, which certificate shall state that such consolidated financial statements fairly present the consolidated financial condition and results of operations of the respective Lessee in accordance with GAAP as at the end of, and for, such period; and (3) within thirty (30) days after the end of each calendar month, an income and expense statement detailing all sources of revenue, and all expenses relating to the Premises, accompanied by a certificate of a financial administrator or financial officer of Lessee stating that such items are true, correct, accurate and completely and fairly present the financial condition and results of the operations of Lessee.

(B) Lessee’s Reporting and Filing Requirements.

(i) Enrollment. Lessee covenants and agrees to provide Lessor and Prime Lessor with the expected enrollment by June 1<sup>st</sup> of each year and actual enrollment as calculated by including each student considered as participating in the School as a result of the most recent count required by the governmental agency responsible for granting Lessee its charter or other such agency as designated by the laws of Colorado (the “State”) to collect and verify enrollment data from public Charter Schools. Lessee shall provide to Lessor and Prime Lessor updated enrollment/attendance reports on August 31<sup>st</sup> and September 30<sup>th</sup> of each calendar year. During the first week of October of each calendar year during the Term, Lessee shall provide to Lessor and Prime Lessor a report from the State specifying actual enrollment. Lessee shall promptly



provide to Lessor and Prime Lessor with any true up reports received by Lessee from the State. Within thirty (30) days following its release by the State, Lessee shall also provide to Lessor and Prime Lessor an annual report documenting (i) the previous school year's progress in meeting the performance-based goals identified in Lessee's Charter application and (ii) all State-mandated test scores and other accountability indicators, including proficiency rates and Annual Yearly Progress (AYP) results as required under the federal No Child Left Behind Act of 2001 (for so long as such statute applies to public Charter Schools). On or before the fifth (5th) day of each calendar month, Lessee shall also provide to Lessor a monthly report documenting the previous month's School enrollment.

(ii) Financials. Within thirty (30) days following its annual issuance, Lessee shall provide to Lessor and Prime Lessor a copy of its annual audited financial statements. In addition, within thirty (30) days after submittal to the State (but no later than June 1<sup>st</sup> of each year), Lessee shall provide to Lessor and Prime Lessor a copy of its annual operating budget, as approved by the Lessee's governing board and submitted to the State.

(iii) Good Standing. Lessee shall promptly deliver to Lessor and Prime Lessor all confirmations from the Colorado Department of Education as to Lessee's Unified Improvement Plan(s). Lessee shall also provide to Lessor all documentation related to Lessee's charter status received from the governmental authority having jurisdiction over Lessee's charter.

(iv) Other. Lessee shall also provide such other documents and instruments as Lessor may reasonably require, including, without limitation, those that are required under the Prime Lease.

(C) Representations. Lessee hereby represents and warrants to Lessor as follows:

(i) All financial statements furnished to Lessor by Lessee are true, complete and correct, and fairly reflect the financial condition and results of the operations of Lessee as of the dates and for the periods stated therein.

(ii) All other information furnished to Lessor by Lessee under this **Section 20.20** is true, complete, and correct.

(D) Books and Records. Lessee shall keep full, complete and proper books, records and accounts of Lessee's business conducted in, upon or from the Premises. Lessor, and its agents and employees, shall have the right at any and all times, during Lessee's regular business hours following at least three days prior written notice, to examine and inspect all of the books and records of the Lessee pertaining to the business of the Lessee conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any financial statements and other submittals made by Lessee under this **Section 20.20**.

(E) Lessor's Right to Audit/Independent Accountant. If Lessee fails to perform Lessee's obligations under this **Section 20.20**, or if Lessee's financial statements are not accurate or do not comply with GAAP, Lessor may from time to time at its option (but shall not be required to) (i) require that Lessee, at Lessee's expense, engage an independent accounting firm acceptable to Lessor in its sole discretion to prepare Lessee's financial statements required under this **Section 20.20**; (ii) engage, at Lessee's expense, an accounting firm acceptable to Lessor in its sole discretion to prepare Lessee's financial statements required under this **Section 20.20**; and/or (iii) engage, at Lessee's expense, an accounting firm acceptable to Lessor to audit Lessee's financial condition and financial statements.

20.21 Prime Lessor's Status as a REIT. Lessee acknowledges that Prime Lessor intends to elect to be taxed as a real estate investment trust ("REIT") under the Code. Lessee shall exercise its reasonable best efforts not do anything which would materially adversely affect Prime Lessor's status as a REIT. Lessee agrees to enter into reasonable modifications of this Lease which do not materially adversely affect Lessee's rights and liabilities if such modifications are required to retain or clarify Prime Lessor's status as a REIT.

21. **TABOR COMPLIANCE.**

21.1 The parties acknowledge that Lessee intends to use the Premises for the operation of a charter school. Lessee's obligations for the payment of Rent and any other amounts owing under this Lease shall not constitute or give rise to a general obligation debt, indebtedness, or multiple fiscal year direct or indirect debt or other financial obligation whatsoever with the meaning of Article X, Section 20(4) of the Colorado Constitution or any other statutory provision or limitation. Lessee's obligations to pay any amounts under this Lease shall not constitute a mandatory charge against or liability or obligation of Lessee in any ensuing fiscal year beyond the then current fiscal year of Lessee in which sufficient amounts have been appropriated for payments under this Lease. This Lease shall not directly or indirectly obligate Lessee to make any payments beyond the funds legally available to Lessee for such fiscal year, and designated for payment under this Lease. Lessee shall have the right to terminate this Lease at the end of any fiscal year of the Lessee (June 30) during the Term or any Renewal Term in the event that the Board fails to appropriate money sufficient for the continued performance of this Lease by the Lessee during the Lessee's following fiscal year, as evidenced by the passage of a resolution specifically authorizing termination of the Lease or otherwise prohibiting Lessee from performing its financial obligations under this Lease for the following fiscal year; provided, however, that in the event of termination, to the extent permitted by law, Lessee shall be obligated to pay a termination fee in the amount equal to one (1) year's worth of Base Rent payable during the last Lease Year prior to such termination. Lessee acknowledges and agrees that it is not the intention of Lessee to not renew this Lease and any such decision to not renew shall be made solely by the Board and not by any other department, agency, or official of Lessee. The chief financial officer of Lessee (or any other officer at any time charged with the responsibility of formulating budget proposals with respect to payments under this lease) shall include, in the annual proposals submitted to the Board, items for all payments required under this Lease during the next fiscal year, unless Lessee is specifically electing not to appropriate such amounts. Before Lessee takes any action to exercise a power of non-appropriation pursuant to Article X, Section 20(4) of the Colorado Constitution, it shall provide advance written notice to Lessor and an appropriate opportunity for Lessor to address the Board.

21.2 In the event Lessee terminates this Lease under **Subsection 21.2**, to the extent permitted by law, Lessee shall not, and shall not permit any affiliate of Lessee to, directly or indirectly (whether as owner, tenant, partner, lender, or otherwise), operate a School within a five (5) mile radius of the Premises. The foregoing restriction shall survive any termination of this Lease and shall terminate on the date that is twenty (20) years after the Commencement Date. Any failure by Lessee to comply with the terms of this **Section 21.2** may cause irreparable damages to Lessor. Accordingly, in the event of a breach of this **Section 21.2** by Lessee, Lessor shall have the immediate right to secure an order enjoining such breach, without posting bond, in addition to any of the other remedies which may be available at law or in equity, and Lessee shall not contest the issuance of such order.

21.3 It is the intention of the parties that this **Section 21** shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, to the extent that any provision of this **Section 21** is adjudicated to be invalid or unenforceable in any such jurisdiction, the court making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision to the extent necessary to render such provision enforceable to the maximum reasonable extent permitted by applicable law, such limited form to apply only with respect to the operation of such person in the particular jurisdiction in which such adjudication is made.

21.4 The provisions of this **Section 21** shall survive the termination or expiration of this Lease.

22. **GOVERNMENTAL IMMUNITY.** No part of this Lease, shall be interpreted or construed to in any way modify, waive, release or otherwise impair the rights and immunities granted Lessee under the Colorado Governmental Immunity Act, including the procedures for notice of claim provided therein.

23. **SCHOOL DISTRICT NOT LIABLE.** Lessor agrees and understands that it is entering into the contract solely and exclusively with Lessee, that Lessee has no authority to extend the faith and/or credit of Douglas County School District R-1 ("**School District**") to any third party or entity, that Lessee has no authority

to enter into any contract that would bind the School District, and that the School District has no obligation or liability whatsoever under or in any way connected with the contract. Lessor further agrees and understands that its rights and remedies under the contract may only be enforced with respect to Lessee and that it has no rights or remedies directly or indirectly under the contract with respect to the School District.

*[Signature page follows]*

LESSEE:

**Ben Franklin Academy,**  
a Colorado nonprofit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSOR:

**Benjamin Franklin Academy Project Development,**  
**LLC,** a Utah limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Legal Description of Land**

A PART OF "PARCEL 1-A" AS RECORDED IN BOOK 1777 AT PAGE 1404, DOUGLAS COUNTY RECORDS, ALSO BEING LOCATED IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6<sup>th</sup> PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 4; THENCE N00°35'19"W, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF SAID SECTION 4, A DISTANCE OF 818.74 FEET TO A POINT ON SOUTH RIGHT-OF-WAY EASEMENT LINE OF PLAZA DRIVE, AS RECORDED AT RECEPTION NO. 2007045572, DOUGLAS COUNTY RECORDS, THENCE ALONG SAID SOUTH RIGHT-OF-WAY EASEMENT LINE THE FOLLOWING FIVE (5) COURSES:

1. S53°49'50"E, A DISTANCE OF 42.28 FEET;
2. N36°10'10", A DISTANCE OF 12.00 FEET;
3. S53°49'50"E, A DISTANCE OF 760.93 FEET;
4. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°34'35", A RADIUS OF 800.00 FEET, AND AN ARC LENGTH OF 301.26 FEET;
5. S32°15'15"E, A DISTANCE OF 153.77 FEET  
TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 4; THENCE S89°40'01"W, ALONG SAID SOUTH LINE A DISTANCE OF 933.57 FEET TO THE POINT OF BEGINNING.

**Exhibit B**  
**Consent to Sublease**

This Consent to Sublease (“**Consent**”), is made and entered into as of \_\_\_\_\_, 201\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (“**Lessor**”), \_\_\_\_\_, a \_\_\_\_\_ (“**Lessee**”), and \_\_\_\_\_ (“**Subtenant**”).

R E C I T A L S

A. Lessor and Lessee entered into an Amended and Restated Lease dated as of \_\_\_\_\_ (the “**Lease**”);

B. Lessee and Subtenant entered into a Sublease Agreement of even date herewith (the “**Sublease**”); and

C. Pursuant to Section 15 of the Lease, the Sublease is subject to and conditioned upon Lessee’s obtaining Lessor’s written consent (the “**Consent**”).

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Consent; No Release of Lessee.** Lessor hereby consents to Lessee’s subletting to Subtenant the Subleased Premises, as defined in the Sublease; provided, however, that such Consent shall not relieve Lessee of any obligation to be performed by the Lessee under the Lease, whether occurring before or after such consent and Lessee shall remain primarily liable to Lessor under the Lease notwithstanding such subletting. The acceptance of rent by Lessor from any other person shall not be deemed to constitute consent to any assignment or subletting, or a waiver by Lessor of any provision, or other transfer, or a release of Lessee from any obligation under the Lease. This Consent shall not be deemed to constitute consent to any subsequent assignment, subletting, or other transfer.

2. **Subject to the Lease.** Subtenant understands and agrees that the Sublease is subject to all the terms and conditions of the Lease, and that Subtenant shall not violate the terms of the Lease.

3. **Counterparts.** This Consent may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Consent to physically form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

[Signature page follows]

IN WITNESS WHEREOF, this Consent is executed and delivered as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**LESSOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBTENANT:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit C  
Board Resolution**

**RESOLUTION OF BOARD OF DIRECTORS OF BEN FRANKLIN ACADEMY**

The Board of Directors of Ben Franklin Academy, a Colorado non-profit corporation (the “**Company**”), in accordance with the constituent documents of the Company, hereby resolve, agree and consent to the following resolutions for and on behalf of the Company:

**WHEREAS**, it is proposed that the Company enter into that certain Amended and Restated Lease with Benjamin Franklin Academy Project Development, LLC, as lessor (“**Lessor**”) pertaining to that certain real property located in Douglas County, Colorado (“**Lease**”), wherein under the terms of the Lease Lessor shall construct a school facility for the Company as described therein, on the other terms and conditions and rental rate described therein. A copy of the Lease is attached hereto as **Exhibit 1**. The Lease amends and restates in its entirety that certain Lease between the Company and Lessor dated on or about April 19, 2011 but made effective as of March 11, 2011.

**WHEREAS**, the Board of Directors of the Company deems it advisable and in the best interests of the Company to approve the execution and delivery of the Lease.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Company shall, and is hereby authorized to enter into the Lease and to execute and deliver and perform the Lease and all of the documents, instruments, change orders and obligations pertaining to the Lease;
2. That Jason Sanders (“**Authorized Person**”), be, and hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver to the landlord under the Lease, and to perform or cause to be performed, all of the obligations of the Company under the Lease, the Lease, and all documents and instruments necessary in connection with the Lease, and is authorized to execute on behalf of the Company the Lease and each such certificate, agreement, instrument, or other document as the Authorized Person deems it appropriate to execute, in connection with the transactions contemplated hereby, with his/her execution thereof being hereby ratified and deemed conclusive evidence of the approval hereof by the Company consistent with the authority hereby granted.
3. That all actions taken on behalf of the Company by the Company’s officers, directors and representatives in furtherance of the foregoing resolutions are hereby ratified and approved in all respects.

**IN WITNESS WHEREOF**, this Resolution is adopted as of May 15, 2012.

**BOARD OF DIRECTORS:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_





## EMPLOYEE HANDBOOK

### SECTION 1. BEN FRANKLIN ACADEMY

#### SECTION 1. DISCLAIMER

This handbook is designed to acquaint employees with Ben Franklin Academy (“the Academy”) and some information about working here. the handbook is not all inclusive, but is intended to provide employees with a summary of some of the ben franklin academy’s guidelines. The edition found on the Academy’s website ([www.bfacademy.org](http://www.bfacademy.org)) and supersedes all previous editions.

Employment with Ben Franklin Academy is at-will. Employees have the right to end their work relationship with the Academy, with or without advance notice for any reason. The Academy has the same right. The language used in this handbook and any verbal statements made by management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration.

No employee handbook can anticipate every circumstance or question. After reading the handbook, employees that have questions should talk with their immediate supervisor or the office manager. In addition, the need may arise to change the guidelines described in the handbook. Except for the at-will nature of the employment, the school therefore reserve’s the right to interpret or to change them without prior notice.

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## SECTION 2. BEN FRANKLIN ACADEMY

### **MISSION**

The mission of Ben Franklin Academy is to develop young adults with character like America's founding Renaissance man, Benjamin Franklin: well-read, scientifically curious, and civically engaged.

### **VISION**

Our students will excel academically through a challenging, sequenced curriculum that emphasizes math, science, and literacy. We will be a data driven institution, focusing on individual students. Our students, teachers, parents, staff, and leaders will be held accountable for the success of our school. Finally, we recognize that an education is incomplete without fostering the arts, sports, nature, and character.

### **PURPOSE**

This document outlines ~~polices~~guidelines, programs, and benefits for staff at Ben Franklin Academy. This document may be updated or revised at anytime. The most recent, approved version of this document ~~shall~~can be found online at the Academy's website.

## ~~SECTION 2. CHARACTER DEVELOPMENT: BENJAMIN FRANKLIN'S THIRTEEN VIRTUES~~

## SECTION 3. CHARACTER DEVELOPMENT: BENJAMIN FRANKLIN'S THIRTEEN VIRTUES

Integral to the mission and vision are the Academy's dedication to academic excellence and a strong principle-based character development program. The Academy will model its character development program after Benjamin Franklin's thirteen virtues:

TEMPERANCE	Control is the key to improvement. Keep your words, actions, and temper in control.
SILENCE	There is a time and place to speak up and a time to listen. You learn more by listening than speaking.
ORDER	All things have their place. Keep your work area in order; keep your day in order.
RESOLUTION	Keep your word. When you have a task, get it done. Turn in your homework on time and be prepared.
FRUGALITY	Be frugal. Do not waste the Academy's resources. Respect what you have been given. Reduce, reuse, recycle.
INDUSTRY	Keep on task. There is a time for work and a time for play – do both with a good attitude.
SINCERITY	Be kind. Say kind words and treat others as you want to be treated. Encourage each other to succeed.

## ~~BEN FRANKLIN~~ ~~BEN FRANKLIN~~ ACADEMY ACADEMY

JUSTICE	Be respectful. Give everyone a chance to work or play. Give others a chance to express themselves. Share. Remember that others are counting on you, so live up to your duty.
MODERATION	Keep yourself in balance. Focus both on accomplishing things in which you excel and those you do not. Try new things.
CLEANLINESS	Keep yourself and your work area clean. Keep your uniform clean. Keep your school clean. Keep your words clean.
TRANQUILITY	Keep yourself from reacting poorly to others. People are not perfect and the world is not fair. Learn to deal with both despite imperfections. Be patient.
PURITY	Be pure in thought and deed. White lies, a little gossip, and small, mean words are painful and say more about you than about others. What you think about others is how you will treat them. Develop good thoughts and feelings toward all.
HUMILITY	Be mindful of others before yourself. Treat them as you want to be treated. Think about how you can help others before being asked. Let others speak when it is their turn.

The Academy believes that the day-to-day and year-to-year integration of the Thirteen Virtues into the curriculum will cultivate the positive thoughts, words, deeds, habits, and, hence, character, which will provide lifelong guidance for our students well beyond their primary education years.

### ~~SECTION 3.~~SECTION 4. INTRODUCTION

The successful achievement of our mission and vision is largely the responsibility of the Academy's faculty and staff (collectively "employees"). ~~To help achieve this end, this handbook has been written to establish the expectations and procedures for each employee.~~ This handbook is intended to provide guidelines and summary information about the Academy's general ~~policies, procedures~~guidelines, benefits, and rules of conduct.

It is important that you read, understand, and become familiar with the handbook ~~and comply with the standards that have been established.~~ Please talk with the Administration if you have any questions or need additional information.

~~It is not possible to anticipate every situation that may arise in the work place or to provide information that answers every question. As a result, the Academy reserves the right to modify, supplement, rescind, or revise any policy, benefit, or provision from time to time, with or without notice, as it deems necessary or appropriate. The Academy also reserves complete discretion to interpret the provisions of the handbook and how they apply to any situation that may arise.~~

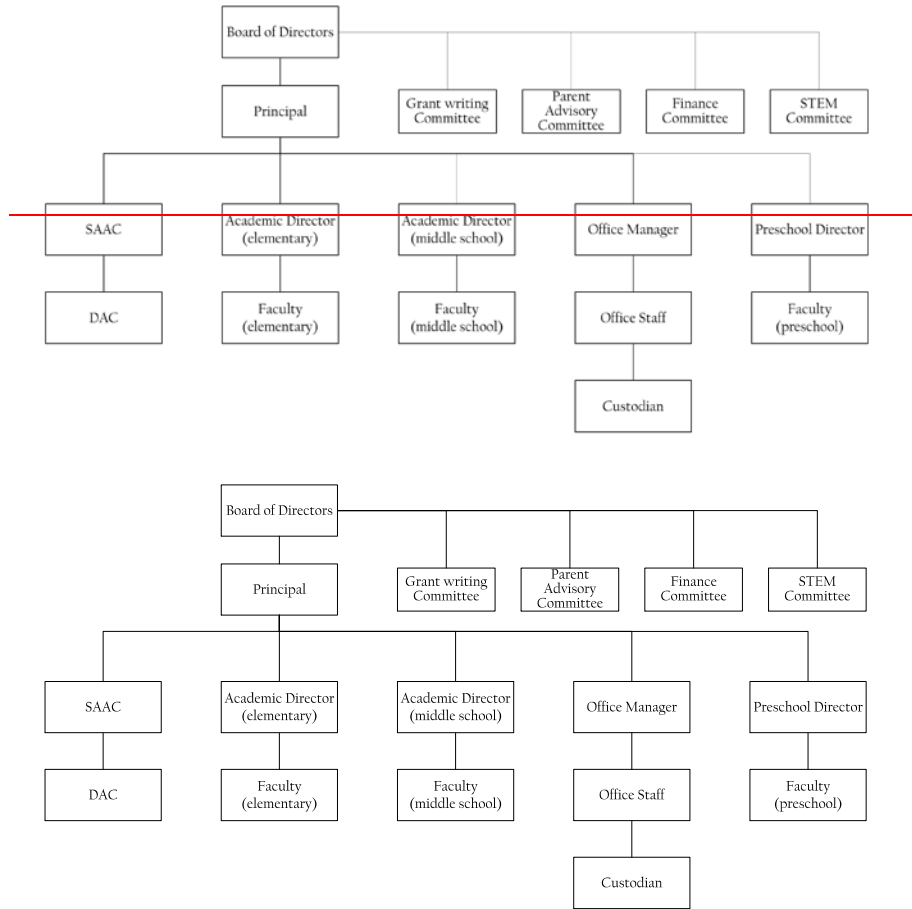
~~This handbook presents guidelines and summary information regarding school policies, practices and benefits, and therefore, its contents cannot be construed or~~

~~treated as an employment contract, a binding promise, or any other type of legal commitment or document.~~

~~SECTION 4.~~SECTION 5. SCHOOL COMMUNITY

**GOVERNANCE**

The Academy ~~will be~~is organized in accordance with the following organizational chart.



*Board of Directors*

The Board of Directors will operate as a policy-setting board in accordance with the Founding Board's bylaws. Board members shall be elected in accordance with the Board Election Policy. The Academy's Board of Directors shall:

- Establish and maintain the mission and vision of the Academy.

## **BEN FRANKLIN BEN FRANKLIN** **ACADEMY ACADEMY**

- Implement policies that are consistent with the mission, vision, and goals of the Academy.
- Hire and evaluate the Principal.
- Provide financial and legal oversight to ensure that the Academy's integrity is maintained.
- Be responsible for final accountability for the Academy's academic success, organizational viability, and faithfulness to the terms of the contract.
- Organize subcommittees that report to the board of directors.
- Recruit and orient new Board members and assess Board performance.

### *Principal*

The Principal will be responsible for the day-to-day operations of the school. The Principal reports to the Board and is responsible for: hiring and evaluating the Academic Director, Business Manager, teachers, preschool, and other staff; directing grant and fundraising efforts; assisting the Board with its long-term strategic plan; and overseeing and managing the development of the annual school budget. The principal manages all disciplinary matters for students and staff. The principal sets the tone for the school and is responsible for achieving the school goals, following the vision, and achieving the mission.

### *Academic Director*

The Academic Director reports to the Principal and is responsible for the development of the educational program and staff professional development plan, as well as the data collection and analysis of student assessments. The Academic Director shall also work with teachers and groups of teachers in developing and refining the Academy's curriculum. A separate Academic Director for the middle school shall be appointed when the middle school is fully functioning.

### *Business Manager*

The Business Manager reports to the Principal and is responsible for providing financial management. The Business Manager shall work with the finance committee to ensure the financial success of the school.

### *Preschool Director*

The Preschool Director runs and operates the preschool. The Preschool Director reports to the principal.

### *Office Manager*

The office manager reports to the principal and is responsible for school property, risk, and human resource management support. The office manager shall ensure that all staff has the needed resources to successfully do their job. The Office Manager shall manage the Academy's documents, records, supplies, property, reporting to the district, reporting to the state, and shall work within the school budget. The office manager shall manage the office and the office staff.



## **BEN FRANKLIN BEN FRANKLIN** **ACADEMY ACADEMY**

### *Parent Advisory Board (PAC)*

The PAC is a subcommittee of the board of directors that will run all social events in conjunction with the PTO. Its directives include uniting the community and the Academy, as well as supporting the Board of Directors on policies and supporting the administration on the implementation of policies.

Email: ~~pac@bfacademy.org~~ [pac@bfacademy.org](mailto:pac@bfacademy.org).

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### *School Accountability Committee (SAC)*

The SAC is tasked with informing, encouraging, and providing opportunities for parent and community members to be involved in the planning and evaluation of the school's instructional program and quality improvement processes. The SAC reports to the principal and participates in the District Accountability Committee. The state of Colorado requires each school to have a School Accountability Committee consisting of parents, teachers, and community members charged with advising the administration on the improvement of the school. SAC also serves as a sounding board for community concerns. All meetings are open to the public and publicized beforehand. We encourage parents and other community members to attend.

Email: ~~sac@bfacademy.org~~ [sac@bfacademy.org](mailto:sac@bfacademy.org).

### *Science, Technology, Engineering and Math (STEM):*

The STEM Committee reports to the board on science matters and is a resource to the staff on Science Expos, Science Fairs, and other extracurricular science activities. Along with advising on the latest science curriculum, the STEM committee is responsible for bringing in speakers and sponsoring clubs for students after school, as well as participating in our science fairs and science expo. STEM seeks qualified scientists and "techies" for this committee.

Email: ~~stem@bfacademy.org~~ [stem@bfacademy.org](mailto:stem@bfacademy.org).

### *Grant Committee*

The Grant Committee reports to the board on potential grant opportunities, drafting grant applications, and ensuring compliance with received grants.

Email: ~~grants@bfacademy.org~~ [grants@bfacademy.org](mailto:grants@bfacademy.org).

### *Parent Teacher Organization (PTO)*

The PTO is an organization for parents separate and distinct from the Academy. But the PTO shall work closely with the Academy for fundraising events. The objectives of the PTO are as follows: 1) Build a strong school spirit by working to enhance the quality of our student's education; 2) Support the school administration by serving as a volunteer resource; 3) Promote communication with the BFA community; 4) raising funds. Every parent is a member of the PTO. The PTO has a board, elected each year by parent vote, which oversees the activities of the PTO. The PTO plays a major role in fund raising and organizing parent volunteers in the classroom.

Email: ~~pto@bfacademy.org~~

[pto@bfacademy.org](mailto:pto@bfacademy.org).

~~SECTION 5.~~SECTION 6. EMPLOYMENT PRACTICES

**EMPLOYMENT AT-WILL EEO/HARASSMENT POLICY**

The Academy is incorporated in all dedicated to the principles of equal employment agreements, for all faculty and staff. Therefore, opportunity. We prohibit unlawful discrimination against applicants or employees under on the basis of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, or any other applicable status protected by state or local law.

**ADA AND RELIGIOUS ACCOMMODATION**

The Academy will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Academy or a direct threat. Employees needing such written contracts have no property interest accommodation are instructed to contact their supervisor or Human Resources immediately.

**EEO HARASSMENT**

The Academy strives to maintain a work environment free of unlawful harassment. In doing so, the Academy prohibits unlawful harassment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, or any other applicable status protected by state or local law.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age 40 and over, race, sex, color, religion, national origin, disability, genetic information, or any other applicable status protected by state or local law will not be tolerated. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mail, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault, or blocking an individual's movements.

This policy applies to all employees including managers, supervisors, co-workers, etc. Parents and students shall abide by the Academy's Student Handbook. And volunteers shall abide by the Academy's Volunteer Policy

**SEXUAL HARASSMENT**

Because sexual harassment raises issues that are to some extent unique in continued comparison to other harassment, the Academy believes it warrants separate emphasis. The Academy strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.

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## **BEN FRANKLIN BEN FRANKLIN** **ACADEMY ACADEMY**

- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mail.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

### **COMPLAINT PROCEDURE FOR EMPLOYEES**

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

Report the incident to the Office Manager or the Principal who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to either of these individuals with your complaint, you should report the incident to the Board President.

The Academy prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If the 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.

### **FACULTY MEMBER EMPLOYMENT CONTRACTS**

The Academy faculty will be required to sign an employment contract annually, defining specific terms and conditions of their employment, so long as they remain employed, in the ensuing year. This contract then becomes a commitment made between the Academy and the faculty member.

### **ADMINISTRATION AND SUPPORT STAFF CONTRACTS**

Administration and support staff employment agreements shall be for such terms and upon such conditions as the Academy's Board of Directors ("the Board") shall determine from time to time.

#### **FINGERPRINT/BACKGROUND CHECKS**

Upon hire, all Academy employees must submit to a fingerprint check that will be submitted to the Colorado Bureau of Investigation and the Federal Bureau of Investigation. Information obtained through this check or subsequent checks may be cause for termination of employment.

#### **~~EQUAL EMPLOYMENT OPPORTUNITY~~**

~~The Academy is committed to compliance with all applicable equal employment opportunity laws, prohibiting discrimination on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, marital status, disability, or age. This applies to all employment practices, including hiring, promotions, training, disciplinary action, termination, and benefits.~~

~~The Academy expects all employees to show respect and sensitivity toward all other employees and to demonstrate a commitment to the school's equal opportunity objectives. If you observe a violation of this policy, you should report it immediately to the Principal or the President of the Board.~~

~~Violation of this policy may result in disciplinary action, including possible termination of employment.~~

#### **~~SECTION 6.~~SECTION 7. EMPLOYEE BENEFITS**

##### **BENEFITS**

The Academy provides a benefits package for all full time employees. The benefit package is outlined in the Academy's Benefit Handbook.

##### **PERSONAL TIME OFF**

Full time employees are granted six (6) days of personal time off (PTO) at the beginning of each academic year. These days may be used for any personal time that may include sickness, vacations, appointments, etc. PTO must be requested 24 hours in advance: using the Academy's online portal if possible. For emergencies or sickness alert the Principal or Academic Director as soon as possible. PTO must be used within the academic year they are earned. Unused PTO may be accrued and saved in a disability bank for time off related to a ~~disability, maternity leave, and/or paternity leave.~~leave of absence. At the conclusion of employment at the Academy, the Academy will reimburse \$40 for each accrued day of PTO.

#### **~~SECTION 7. DESCRIPTIONS AND EVALUATIONS~~**

##### **~~JOB DESCRIPTIONS~~**

~~Employees are given a job description before they start to work. A job description summarizes the employee's duties and responsibilities and gives important information about the position. Please read and study the job description carefully and discuss it with the Principal if there are any questions.~~

## ~~BEN FRANKLIN~~ ~~BEN FRANKLIN~~ ~~ACADEMY~~ ~~ACADEMY~~

~~The Academy reserves the right to revise and update job descriptions from time to time, as it deems necessary and appropriate.~~

### ~~EMPLOYEE EVALUATIONS~~

~~Employees will be assessed in accordance with the Employee Evaluations Policy.~~

### ~~EMPLOYEE CONDUCT~~

~~Employees will conduct themselves in accordance with the Employee Code of Conduct Agreement signed by each employee when joining the Academy.~~

## SECTION 8. WORK ENVIRONMENT

### **ALCOHOL, DRUGS AND CONTROLLED SUBSTANCES**

The use, sale, transfer, possession, or being “under the influence” of alcohol, drugs, or controlled substances when on duty, on the Academy property, or in school vehicles is prohibited. In addition, off-duty conduct that may adversely affect the reputation or interests of the school is prohibited.

“Under the influence,” for the purpose of this policy, is defined as being unable to perform work in a safe or productive manner, and/or being in a physical or mental condition that creates a risk to the safety and well being of the affected employee, students, other co-workers, the public or school property. The Academy follows all applicable Douglas County School District (“DCSD”) policies and requires all employees to agree to these terms upon hire through completion of the Drug Free Workplace Agreement signed by each employee when joining the Academy.

Violations ~~will~~may result in disciplinary action, including possible termination of employment.

### **ATTENDANCE, PUNCTUALITY, AND ABSENCES**

The Academy expects that every employee will be a professional.

Employees are expected to be regular and punctual in attendance. In addition regular attendance is considered an essential function and is necessary for the efficient operation of the business. This means being in the office, classroom, and ready to work or teach, at the starting time each day. Absenteeism and tardiness places a burden on other employees, students, and on the Academy.

If a teacher is unable to report for work for any reason, the teacher must notify the Academic Director via phone or email as early as possible, ~~but by no means later than 60 minutes before the Academy’s regular starting time.~~

All Employees are required to submit Staff Absence forms for approval and record keeping. Planned absences must be submitted at least 24 hours in advance.

If a staff member needs to leave school early (prior to 3:30 p.m.) or arrive to school late (after 8:00 a.m.) for an appointment, a half-day absence must be submitted.

~~All staff may take personal time off in accordance with the Employee Leave and Compensation Policy.~~

## ~~HARASSMENT~~

~~The Academy is committed to providing a work environment that is free of unlawful discrimination. In keeping with this commitment, the Academy maintains a strict policy prohibiting unlawful harassment, including sexual harassment. It is important for you to understand that jokes, stories, cartoons, nicknames and comments about appearance may be offensive to others and may constitute harassment.~~

~~Sexual harassment of employees by supervisors, co-workers, or vendors is prohibited under the law. Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:~~

- ~~• submission to the conduct is made a condition of employment;~~
- ~~• submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or~~
- ~~• the harassment has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment.~~

~~If you believe that you are being, or have been, harassed in any way, we would like to investigate the matter and take appropriate corrective internal action. Therefore, please report the incident or incidents to your supervisor or the Principal or the President of the Board immediately, without fear of reprisal. In determining whether the alleged conduct constitutes unlawful harassment, the totality of the circumstances, such as the nature of the conduct and the context in which the alleged behavior occurred, will be investigated and considered. If it is appropriate, corrective action will be taken.~~

~~Violation of this law may result in disciplinary action, including possible termination of employment.~~

## ~~SECTION 8. DISPUTE RESOLUTION~~

### ~~EMPLOYEE GRIEVANCES~~

~~WHEN AN EMPLOYEE HAS AN ISSUE, CONCERN OR GRIEVANCE, THE EMPLOYEE MUST COMMUNICATE~~SMOKING

It is our objective to provide a smoke-free environment within the Academy. Smoking is prohibited within all areas of the building and within 15 feet of the main entrance into the building. Employees may smoke in designated outdoor areas. This restriction applies to all employees and visitors, at all times, including non-business hours.

### ANTI-VIOLENCE

Employees must not engage in intimidation, threats or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons on to the Academy's property, or any other act, which in management's opinion is inappropriate to the workplace. In addition, employees must refrain from making bizarre or offensive comments regarding violent events and/or behavior. Employees are expected to report

any prohibited conduct to management. Employees should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

#### **PROBLEM SOLVING**

Employees who disagree or are dissatisfied with an Academy practice should promptly discuss the matter with their immediate supervisor, where appropriate. Normally, this discussion should be held within three to five days of the incident, or in a timely manner. Discussions held in a timely manner will enhance our ability to resolve concerns while it is fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to the board of directors. Employees may submit a written complaint to for review and final decision about the situation if the problem still cannot be resolved.

#### **LEAVES OF ABSENCE**

##### **Domestic Abuse Leave**

Employees subject to domestic abuse may be eligible for a leave of absence. Please see the Office Manager for more information.

##### **Jury Duty**

The Academy recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted in addition to PTO to leave to perform their duty as a juror. If the employee is excused from jury duty during their regular work hours, they are expected to report to work promptly.

Employees receive regular pay for the first three days of jury duty if they were scheduled to work and a juror service certificate is submitted.

Beginning the fourth day and thereafter, an employee as a juror is paid \$50.00 per day by the State of Colorado for state district or county court jury duty. For jury duty in excess of three days, employees receive the difference between jury duty pay and their regular pay up to a maximum of ten days (80 hours). Jury duty leave beyond this time is without pay from the Academy.

##### **Family and Medical Leave**

The Academy provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption, or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

### *Military Family Leave Entitlements*

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Eligible employees may also take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred or aggravated in the line of duty on active duty. Covered service members also includes veterans who were members of the Armed Forces, National Guard, or Reserves at any time during the period of five years preceding the start of treatment, recuperation, or therapy.

The injury or illness must make the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list. In the case of a veteran, the qualifying illness or injury must be incurred or aggravated in the line of duty and manifest itself before or after the service member becomes a veteran.

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

#### *Benefits and Protections*

During FMLA leave, the Academy maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Academy for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer's jury duty pay are not granted on unpaid leave.

#### *Eligibility Requirements*

Employees are eligible if they have worked for the Academy for at least 12 months and for at least 1,250 hours over the previous 12 months.

#### *Definition of a Serious Health Condition*

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from



performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### *Use of Leave*

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Academy, or 26 weeks as explained above. The Academy uses the 12-month period measured forward from the first day of an employee's leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Academy's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Academy's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

#### *Substitution of Paid Leave for Unpaid Leave*

The Academy requires employees to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the Academy's normal paid leave policies. If an employee fails to follow the Academy's policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

#### *Employee Responsibilities*

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Academy's normal call-in procedures.

Employees must provide sufficient information for the Academy to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Academy if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Academy may require second and third medical opinions at the Academy's expense. Documentation confirming family relationship.

adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Academy's attendance guideline. Employees on leave must contact the Human Resource Director at least two days before their first day of return.

#### *The Academy's Responsibilities*

The Academy will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. The Academy will provide a reason for the ineligibility if they are not eligible.

The Academy will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Academy determines that the leave is not FMLA-protected, the Academy will notify the employee.

#### *Unlawful Acts*

FMLA makes it unlawful for the Academy to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### *Enforcement*

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Academy.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

#### *Medical Leave*

A medical leave of absence may be granted to full-time employees for absences arising from the employee's illness, injury, or pregnancy. This leave may be approved under the following circumstances:

- The employee is not eligible for FMLA leave, or
- Has exhausted all available FMLA leave.

The following conditions must be met for a medical leave to be granted:

- The employee has completed ninety (90) days of employment with our Academy.
- The employee notifies the immediate supervisor as soon as possible of the need for medical leave.

Medical leaves, and any extension of leaves, will generally be limited to no longer than weeks. An employee ready to return to work from leave must present a medical provider's statement indicating ability to return to work. If an employee is unable to return to work at the end of FMLA /extended leave, the employee may be entitled to

additional accommodation under the Americans with Disabilities Act or other law. The employee must supply sufficient information from their medical provider indicating that they are unable to return due to a disability and the likely date the employee will be able to return to work with or without reasonable accommodation. The employee must qualify for coverage under the Act and any accommodation provided must be reasonable and not result in any undue hardship to the employer. The scope and duration of the potential accommodation will be determined after an interactive dialogue between the employee and the Academy.

The Academy may reinstate an employee ready to return from a medical leave of absence, when in the opinion of the Academy, it is practical to do so or as a reasonable accommodation under the ADA.

The Academy currently continues medical and life insurance benefits for an employee on leave for a maximum of weeks as long as the employee continues to pay the employee's portion of the premium. Vacation and sick leave will not accrue during a medical leave of absence. Holidays, funeral pay, or employer's jury duty pay will not be granted during the leave. Part-time employees are not eligible for a leave of absence under these guidelines except as may be required by the ADA. Also see guidelines for Family and Medical Leave (FMLA Leave.)

Part-time employees are not eligible for leave under these guidelines except as required for a disability.

#### Military Leave

Employees granted a military leave of absence are re-instated and paid in accordance with the ~~Employee Communication Policy~~ laws governing veterans' re-employment rights.

#### Personal Leave

Normally, personal leaves of absence are not granted. If, on rare occasions, management deems the circumstances warrant approval, an unpaid leave for non-medical reasons would be granted for not more than 30 days.

#### VOTING

The Academy encourages employees to exercise their voting rights in all municipal, state, and federal elections. Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with their supervisor no later than the day prior to Election Day.

## **SECTION 9. GENERAL PERSONNEL ~~POLICIES~~ GUIDELINES**

### **ACCESS TO THE ACADEMY'S PROPERTY**

It is important that the Board, Principal, and staff have access at all times to space, storage areas, computers, containers or any other Academy property, as well as other records, documents, and files. As a result, the Academy reserves the right to access faculty member classrooms, computers, work stations, filing cabinets, desks, and any

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other property on school grounds at its complete discretion, with or without advance notice or consent. Therefore, the Academy's employees have no expectation of privacy on school grounds.

Acquisition and disposal of assets valued at more than \$1000 require approval of the Board, per the Academy's By-Laws.

A misplaced or lost building key badge must be reported to the front office immediately.

#### **BUSINESS EXPENSE REPORTING**

Employees will be reimbursed for all preauthorized (as defined in the Fiscal Accounting and Reporting Policy, and the Expense Procedures) and approved business-related expenses, upon submission of accurate and receipted expense reports to the Academy. Employees must submit these reports within 30 calendar days to ensure proper accounting and prompt reimbursement.

#### **CLASSROOM BUDGETS**

Classroom and specials faculty are allocated a classroom budget to be used specifically for curriculum and related classroom supplies, support, or other Principal preauthorized items. Teachers will not ask parents or students to supply classroom supplies. ~~The first year-This budget is \$130 per child. This is subject to will~~ change from year to year. It is the responsibility of the faculty member to keep records of expenditures and reimbursements. The office maintains master records and employees are encouraged to compare balances frequently. Items purchased with this budget or any school monies are property of the Academy. Items categorized as Classroom Budget purchases do not require a Purchase Order or advance approval.

#### **COMPUTER USAGE**

The Academy supplies the software needed for the student and staff computers at the Academy. At no time should any software be installed on the Academy's computers that has not been approved in writing by the Principal or Principal's designee. Unapproved software may contain viruses or have code that inhibits the functioning of the computer. Software owned by the Academy may not be loaded on a computer owned by an employee without the written permission of the Principal or the Principal's designee. Further, software owned or used by the Academy may not be duplicated (without the written permission of the Principal or the Principal's designee) and may not be given to any third parties.

The Academy ~~reserves the right to may~~ monitor employee's use of the Academy's computers and other computers used on the Academy's network (including, but not limited to, applications, files, folders, internet communication and Academy emails) at its sole discretion, and employees have no expectations of privacy in such matters.

An employee's personal use of the Internet is permissible during planning or lunch periods, so long as such use is non-disruptive and not during instruction time, does not interfere with others' use of the Internet for curriculum purposes, and does not involve access to or transmittal of pornographic or obscene material. Further, no one may transmit any communication or material where the material or meaning of the

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communication would violate any applicable law or would be offensive to any recipient. Make sure the Internet has been logged-off after usage.

Use of the Internet is a privilege and inappropriate use ~~will~~may result in a cancellation of those privileges. Employees must ~~have~~sign a ~~signed~~ Computer Use Agreement ~~on file with the Principal~~, acknowledging computer and ~~internet~~Internet acceptable uses at the Academy. The form ~~shall be~~is normally signed at the beginning of the school year for use that same year.

Per ~~DCSDDCSD~~ Policy, student photographs may not be published (electronically or ~~otherwise~~otherwise) without a media waiver on file at the front office for that student.

Employees are responsible for monitoring student ~~internet~~Internet activity. While the Academy has a firewall, some sites have been unblocked for educational use. These areas can pose a risk if an employee does not closely monitor use.

### INFORMATION UPDATES FOR EMPLOYEES

The primary source for staff information and updates is the Staff Portal page on the Academy website. Posters that explain state and federal law, as well as updated information about the Academy or pertinent ~~DCSDDCSD~~ policy and procedures will be displayed on a staff bulletin board. Each employee is responsible for checking for and reviewing such information on a regular basis.

### LOST AND FOUND

Employees should not bring large sums of money, jewelry, or other valuables to work. The Academy will not be responsible for personal property that is lost, damaged, stolen, or destroyed on school property.

### NORMAL BUSINESS HOURS

The Academy's Normal Business Hours ~~for the Academy will be from~~are 7:30 a.m. until 4:30 p.m. during the school year. The Academy's students will be in class from 8:15 a.m. until 3:30 p.m. during the school year. Doors will open at 7:50 a.m. every morning and teachers are expected to be in their classrooms by this time.

### EMPLOYEE STATUS

A Full-time Employee is an employee normally scheduled to work at least 40 hours per week. Full-time employees are currently eligible for Academy benefits.

A Part-time Employee is an employee normally scheduled to work at least hours or less than a 40-hour workweek. Part-time employees are currently ineligible for Academy benefits.

A Temporary Employee is an employee who is hired in a job established for a temporary period or for a specific assignment. Temporary employees are currently ineligible for Academy benefits.

An Exempt Employee is an employee who is not eligible for overtime pay.

A Non-exempt Employee is an employee who is eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek.

## **SECTION 10. DAY-TO-DAY PROCEDURES**

### **PARKING FOR EMPLOYEES**

Employees should park in the north parking lot or in parking spaces furthest from the facility.

Employees park at their own risk. The Academy will not be responsible for theft or damage to any vehicles parked on or near the Academy's premises. The Academy will not be responsible for personal property left in vehicles that is lost, damaged, stolen, or destroyed.

### **PAYROLL**

All employees are paid monthly on the 25th of the month as detailed in the Academy's Payroll Procedures.-

### **PERSONAL APPEARANCE**

Your appearance is not only a reflection of you as an individual, but of the Academy as well. We expect you to take pride in your appearance and strive to achieve a positive educational and professional, business-like image when representing the school. Employees should use good judgment in accordance with the standards set forth in the Employee Dress Policy.

### **PERSONNEL RECORDS**

It is important that the Academy always has current information about its employees. Please let the front office know immediately if there are any changes in name, address, phone number, or marital status, etc. If for some reason there is a need to change name and/or Social Security number, the employee will be asked to provide original documentation authorizing the change.

Please keep in mind that some personnel records, such as salary information, are open to the public per law.

Upon request, an employee will be allowed to review his/her personnel file and any of his/her own personnel records that have been used to determine qualifications for employment, promotion, compensation, termination, or other disciplinary action. Please talk to the Principal for more information.

### **TECHNOLOGY**

The Academy requires the use of classroom-appropriate or curriculum-supported technology in the classroom and for outside research. All teachers are responsible to meet the goals set forth in the Academy's Technology Scope and Sequence for their particular grade level.

### **TELEPHONE USAGE**

Personal cell phone usage should be limited to plan or lunch breaks.

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## TRANSFERS

Because Douglas County Public Schools was not involved in the interviewing and hiring approval of the Academy's employees, ~~DCSD~~DCSD has no obligation to place, transfer, or promote the Academy's employees. To gain employment in another ~~DCSD~~DCSD school, employees must interview with the ~~DCSD~~DCSD personnel office.

## WEATHER-RELATED SCHOOL CLOSURES

The Academy ~~will follow~~follows the Douglas County School District for school closures and delays. Closure information can be found at the district website or any local news source.

## ~~SECTION 10.~~ SECTION 6. CLASSROOM PROCEDURES FOR FACULTY

### ~~ADMINISTERING MEDICATIONS TO STUDENTS~~

#### ~~UNLESS SPECIFICALLY AUTHORIZED BY~~SAFETY/REPORTING OF INJURY

The Academy is committed to a safe work environment for employees. Employees should report any unsafe practices or conditions to their supervisor.

If employees are injured on the ~~Board or the Principal~~ job, no matter how minor, they must immediately report this fact in writing to the Office Manager.

If medical treatment for an on-the-job injury is needed, it must be obtained from the school nurse. If not, the employee shall administer any medication to any student may be responsible for the cost of medical treatment.

### ~~ATTENDANCE REPORTING~~

~~Homeroom faculty will be responsible for taking attendance in Infinite Campus during the morning homeroom period. The office will record students coming in tardy or later in the day.~~

## CHECKING IN AND OUT

As a courtesy to the school administration and office, please inform the front office verbally when you leave the building during school hours and upon your return. If there were an emergency, it is imperative to know if anyone is missing so that rescue workers do not do unnecessary searches.

## CLASSROOM ENVIRONMENT

Faculty is responsible for the entire environment in their classrooms. In every respect, rooms must be kept clean, orderly, attractive, and stimulating for a positive learning experience.

At the end of each day, faculty and their students will be responsible for generally "picking up" their room. Please see to it that all trash is picked up and chairs are stacked or placed on desks. Anything that you can do to help our custodial staff save time would be appreciated.

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## ~~SECTION 11. CLASSROOM MANAGEMENT~~

### ~~CLASSROOM BEHAVIOR~~

#### ~~Courtesy and Respect~~

~~Children are expected to behave respectfully to both adults and peers in words and actions. All staff is required to implement Benjamin Franklin's Thirteen Virtues and the Core Virtues programs to support this expectation.~~

#### ~~Noise~~

~~Generally the noise level in the classrooms and the halls should be maintained at a level of respect for the others in the building. Planned activities that require livelier student interaction should be conducted with the same respect.~~

#### ~~Raising of Hands~~

~~In most classroom situations, students are expected to raise their hands and be recognized by the faculty member in order to speak or leave their seats unless other classroom procedures or methods have been established to supersede this.~~

### ~~DISMISSAL~~

~~All classes will be dismissed at 3:30 p.m.~~

### ~~STUDENT DISCIPLINE GUIDELINES~~

~~The Student Discipline Policy is based on the principle of consistent corrective action sets the proper expectation for behavior. The policy should be followed as outlined. Further consequences can be used for habitually misbehaving students or students with other needs in consultation with the principal.~~

~~All staff members will enforce discipline as outlined in the Student Discipline Policy.~~

### ~~EMERGENCY PROCEDURES~~

~~Each faculty member is required to have the Academy's Emergency Management Handbook (available at the front office) in their classroom at all times. Faculty is expected to know the emergency procedure for all emergencies. Specific fire ~~drill~~drills, storm ~~drill~~drills, lock ~~down~~downs and/or other important emergency information is included.~~

~~Fire drills will be conducted on a monthly basis. Storm drill, lock-down, and other emergency drills will be conducted on a quarterly or semester basis.~~

### ~~FIELD TRIPS~~

~~Teachers are required to complete a Field Trip Approval Form prior to making any arrangements for a field trip. Teachers will abide by the following guidelines for field trips:~~

- ~~Field trips should be related to a specific curriculum area and/or contribute to a specific content standard.~~
- ~~Teachers are responsible for coordinating fieldtrips.~~



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- ~~• Parental permission slips and applicable student fees must be received from each student.~~
- ~~• Volunteer drivers must be certified by **DCSD** per **DCSD** policy.~~
- ~~• Submit a list of everyone going on the bus to the Office Assistant.~~
- ~~• Food or drink may not be consumed while on the bus.~~
- ~~• All staff members will abide by and enforce the **Field Trip Policy**.~~

### **FLAG DISPLAY AND RITUAL**

~~The flag of the United States of America will be permanently displayed in each classroom. The Pledge of Allegiance will be said in the classroom each day.~~

### **GRADING SCALE**

~~The Grading scale shall follow the Academy's Grading Policy.~~

### **HOMEWORK**

~~Homework is a part of the program. Homework fosters good study habits and is vital for optimum development. The use of proper spelling, grammar, penmanship, and general format is expected in all written assignments. Faculty is to record on the web all assigned homework by 4:30 pm each school day. This will allow parents and students to verify their assignments in case they were absent or were confused.~~

~~Homework should reinforce material covered in the classroom. Homework assignments should be easy for students to understand with clear instructions and expectations.~~

~~Teachers are required to have homework and tests graded and entered into Infinite Campus by Monday morning of the subsequent week. Missing assignments should be noted in Infinite Campus the day the assignment or test is due so that parents and students can be aware of missing work. If a student is absent the day that an assignment or test is due, it should be noted in Infinite Campus as well.~~

### **IDENTIFICATION CARDS**

~~**You Employees** will be issued a photo identification card from the Academy at the beginning of each school year. You are required to wear your Academy ID badge at all times when on school grounds or attending school-related activities. A misplaced or lost Academy ID badge must be reported to the front office immediately.~~

~~A misplaced or lost Academy ID badge must be reported to the front office immediately. A replacement badge will cost the employee \$1. If the misplaced or lost badge is found later, the badge must be immediately returned to the front office and the \$1 fee may be refunded. If Academy ID badges are habitually misplaced or lost, the replacement badge fees may be significantly increased.~~

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### **LESSON PLANS AND WEEKLY PLANS**

All faculty members shall be responsible for submitting weekly lesson plans as required by the Administrative. Lesson plans for the week are due in the Shared Staff Lesson Plan folder by Monday morning.

### MAIL BOXES

Boxes for notes, handouts, student communication, phone messages, etc. are located in the school office. Faculty should check these boxes frequently to assure timely communications.

### ~~MAKE-UP WORK FOR STUDENTS~~

~~Parents are asked to email the faculty member prior to the end of the day to request homework for an absent student. Make up tests and quizzes should be scheduled as needed. Parents may pick up the work after 4:00 p.m. in the office. Students will have two days for every day of absence to complete make up assignments.~~

### MEETINGS

Staff meetings will be held weekly on a day and at a time determined by the Administration. Staff meetings include vertical and horizontal team meetings, professional development, all-staff meetings, and other purposes as required. All staff is required to attend on time.

Grade level teams are also expected to have regular weekly meetings. A member of the Administration will attend one of these meetings each month.

### MESSAGES

As a rule, anyone calling the office wishing to leave a message for a faculty member will be asked to call that faculty member's voice mail. Exceptions will be made for urgent phone calls. If you are expecting a phone call from a doctor, etc., please advise the office staff and the call will be forwarded.

### ~~MONEY COLLECTION~~

~~All money collected by faculty will be handled as outlined in the Collection and Deposit Procedures.~~

### PARENT COMMUNICATION

Regular communication is critical in the educational process. Frequent communications will take place to keep families well informed. Email is the primary form of communication between teachers and parents. If a parent meeting is necessary or a parent wishes to come visit with a teacher, such meetings should occur after the school day so that teachers are not interrupted as they prepare for their day.

The Academy expects the faculty to check their email and voicemail ~~daily~~every workday and to respond to or acknowledge parent emails or voicemails within 24 hours.

At the elementary level, folders will be sent home each week with completed student work; at the middle school level, student work will be passed out at various times.

Classroom faculty will write an eNewsletter on the web page for their grade to parents on a weekly basis by 4:30 pm on Fridays. Test dates, spelling lists, special events and general assignment expectations and deadlines are very helpful to our parents and their planning. It is also a good idea to share what will be taking place in the next week so that

parents are fully informed. Please email parents a link to the web page to remind them to read the newsletter.

Specials faculty will send home communication on a monthly basis.

Because the eNewsletter is a powerful communication tool, appearance, warmth, and completeness are extremely important. Please include the Administration and front office in your email list to ensure they receive the reminder.

Make sure you are familiar with the Parent Communication Policy, which specifies where parents are to go with questions and concerns. Please help guide the parent to the proper channel.

#### **~~PURCHASE ORDERS FOR SCHOOL PURCHASES~~**

~~The Academy operates on a Board approved budget. All requests for purchases must fall into the approved budget. Requests for items not included in the approved budget must be approved by a majority vote of the Board prior to purchase, per the Expenditures Procedure.~~

#### **SPECIAL EDUCATION AND RELATED SERVICES**

The Academy is serviced by a ~~DCSD~~DCSD Special Services Team. The ~~DCSD~~DCSD Elementary and Secondary Coordinators of Special Education supervise the Special Education Team. Staffing and evaluation is only by referral and with a signed consent of the parents of the student. Questions about these procedures should be directed to the Principal.

#### **SUBSTITUTE FOLDER**

Each faculty member shall have a folder on file in the front office including:

- Roll for each class taught
- Current seating chart for each class taught
- List of dependable students
- Disciplinary procedures for the classroom and school
- Procedures for all routines—opening of class, recess and lunch supervision schedules, attendance procedures, etc.
- Classroom rules
- Playground rules
- Daily academic schedule
- Location of plan book, faculty member manuals, grade books, etc.
- Full instruction plans for the day(s) of your absence
- Emergency lesson plans
- Emergency Procedures

#### **UNIFORM POLICY**

The purpose of the student uniform policy is to promote learning, reduce the distraction and cost of fashion, reduce disruptions and disciplinary problems, and promote school pride. Faculty members are expected to enforce the Uniform Policy and to be an example to the students.

#### **VISITORS IN THE CLASSROOM**

Parents may wish to observe classes from time to time. Parents are requested to make an appointment in advance for observations to prevent unexpected disruptions. If arrangements are made for visitors/observers in your classroom, please notify the office of name, date, and time. All visitors should check in with the office and will be asked to wear a nametag or visitor's name badge.

#### **VOICEMAIL**

Faculty must check voice mail at least twice per day. Please respond promptly to parent phone calls in order to promote a good home/school partnership. Even though email will be our primary communication with parents, voice mail still remains an important communication tool for parents and faculty.

#### **VOLUNTEERS IN THE CLASSROOM**

Volunteers are welcome in the classroom and in the school. All presentations by the volunteers (parents and members of the public) must coincide with approved curriculum. Presentations must be approved by the Administration during the planning process. Presenters must be under the supervision of the classroom faculty member at all times.

All volunteers must comply with the Volunteer Policy.

Date Modified: x/x/xxxx  
Date Approved: x/x/xxxx

#### **POLICY HISTORY:**

Original: approved by the board 6/6/2011

Revision: approved by the board XX/XX/XXXX

**ACKNOWLEDGMENT OF RECEIPT**

I have received a copy of the employee handbook dated . I understand that i am to become familiar with its contents. Further, I understand:

- Employment with is at-will. i have the right to end my work relationship with the academy, with or without advance notice for any reason. The academy has the same right.
- The language used in this handbook and any verbal statements of management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration.
- The handbook is not all-inclusive, but is intended to provide me with a summary of some of the academy's guidelines.
- This edition replaces all previously issued handbooks. The need may arise to change the guidelines described in the handbook, except for the at-will nature of employment. The academy therefore reserves the right to interpret them or to change them without prior notice. The most recent version of this handbook shall be found at the Academy's website (www. bfacademy.org).

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

Formatted: Justified



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## LATE ASSIGNMENT POLICY

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### SECTION 1. BEN FRANKLIN ACADEMY

#### MISSION

The mission of Ben Franklin Academy is to develop young adults with character like America's founding Renaissance man, Benjamin Franklin: well-read, scientifically curious, and civically engaged.

#### VISION

Our students will excel academically through a challenging, sequenced curriculum that emphasizes math, science, and literacy. We will be a data driven institution, focusing on individual students. Our students, teachers, parents, staff, and leaders will be held accountable for the success of our school. Finally, we recognize that an education is incomplete without fostering the arts, sports, nature, and character.

#### PURPOSE

The purpose of BFA's late assignment policy is to assist our students in getting their assignments in on time.

### SECTION 2. LATE HOMEWORK

By implementing a school late work policy that is consistent among all teachers, we are striving to eliminate confusion for our students, hold them accountable for completing work in a timely manner and, hopefully, teach them to be more responsible for their work. Ultimately, we want them to experience success. It is our desire for our students to stay on track with all their classes and to realize their greatest potential.

BFA believes in creating a culture of academic rigor where there are high expectations for all students to complete work of quality and to turn in work on time. We believe that this practice serves to improve the **quality of all** student work. Students will not receive zeros when work is not turned in, as they don't have an option of not turning in work.

Late work is just that – late – but it must be *completed* if teachers are to correctly determine if students know and understand the material/concepts being taught and assessed.

Students may not receive full credit for any assignment that is late or turned in incomplete. Students will initially receive an Incomplete ("I") on any assignment not turned in.

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### **Late Work**

The Academy expects students will complete all homework and projects in a timely manner. Students will have points deducted for all homework that is turned in late.

#### **K-2 students**

- The overall grade will be reduced by 10% per day for a maximum of 4 days
- After 4 days the maximum grade a student can receive is 50%

#### **Grades 3-5**

- The overall grade will be reduced by 10% per day for a maximum of 3 days
- After 3 days the maximum grade a student can receive is 50%

#### **Grades 6-8**

- The overall grade will be reduced by 10% per day for a maximum of 2 days
- After 2 days the maximum grade a student can receive is 50%

### **Homework Enrichment Class**

Students will be given extra help opportunities. These extra help opportunities will be **required** of students who do not complete and submit work on the day that it is due as well as for students who turn in work of obviously poor quality which reflects little or no effort. Students who do not meet their grade level deadlines or submit poor quality work will be required to complete the work after school in the homework enrichment class. Parents will be notified that work has not been received and students will then be required to stay after school on Tuesday and/or Thursday to complete work. Attendance is required and completing outstanding work will take precedence over any other after school commitments such as sports, clubs, and other activities.

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POLICY HISTORY:

Original: approved by the board XXXXX



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## DRAFT TRAFFIC POLICY

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### **SECTION 1. BEN FRANKLIN ACADEMY**

#### **MISSION**

The mission of Ben Franklin Academy is to develop young adults with character like America's founding Renaissance man, Benjamin Franklin: well-read, scientifically curious, and civically engaged.

#### **VISION**

Our students will excel academically through a challenging, sequenced curriculum that emphasizes math, science, and literacy. We will be a data driven institution, focusing on individual students. Our students, teachers, parents, staff, and leaders will be held accountable for the success of our school. Finally, we recognize that an education is incomplete without fostering the arts, sports, nature, and character.

#### **PURPOSE**

Ben Franklin Academy is committed to providing its students, families, and the surrounding community with a safe and streamlined traffic flow. As a matter of policy and practicality, the Academy shall not attempt to regulate the conduct of parents or students outside of school grounds. The Academy does, however, request that every parent and student act responsibly and respectfully when traveling to and from school. All students and parents should be mindful that their actions impact the reputation of Ben Franklin Academy in the community.

### **SECTION 2. DESIGNATED STATUS**

Each student will be designated as a "Walker", "Carpooler", or family with [insert name] parking pass. Students shall be dismissed according to their designated status. Parents may contact the school prior to 3:00 pm to inform the school of a one-time exception or change in designated status.

#### **CARPOOLER**

By default, all students are designated as "Carpoolers." Carpool students may walk home only if the parent informs the school prior to 3:00 pm on the day of the exception, and the school has an approved Walker Form on file.

#### **WALKER**

Students intending to walk or bike to and from school on a regular basis may request "Walker" status. Walkers will be dismissed through the walker door every day, unless there is a pre-arranged exception for that day. Parents may set up a regular exception



using the Walker Form, or they may contact the school on the day of an exception before 3:00 pm. Only students who can reasonably walk or bike from their home residence to the school should be designated as walkers.

**[INSERT NAME – PATRIOT OR LIGHTENING BOLT] PASS HOLDER**

In the Spring, the Academy shall have the option to auction off a limited number of [insert name] Parking Passes for the following school year. If you have purchased a [insert name] Parking Pass for the current school year, your child/children will be designated as [insert name] parking pass student(s). Students designated as [insert name] parking pass students will be dismissed upon their parents' arrival to the school.

To use your [insert name] pass during morning or afternoon drop-off, your pass must be displayed on your visor, dashboard, or windshield and clearly visible to the parking lot attendants upon arrival at the school. With the pass, you may enter the school parking lot through the east entrance on Plaza Drive and must wait to be directed to your spot by a parking attendant. You must pick up your children at the walker door. Under no circumstances will your children be allowed to cross the pickup zone without parent guidance.

**SECTION 3. EMERGENCIES**

Emergency vehicles may need to reach the school during carpool. In the event of such an emergency, please follow staff instructions. In the absence of staff instruction, make every effort to make way for emergency vehicles on your own. If you are exiting the parking lot, stop and wait for the emergency vehicle pull to the front of the school. If you are in the loading zone, pull into the center parking lot lane and wait for further instruction.

**SECTION 4. CARPOOL HOURS**

Morning carpool drop-off: 7:45 a.m. – 8:10 a.m. \*

Afternoon carpool pick-up: 3:30 p.m. – 3:55 p.m.

Morning kindergarten pick-up: 11:15 a.m. – 11:25 a.m.

Afternoon kindergarten drop-off: 12:10 p.m. – 12:20 p.m.

\*Students not in their seats by 8:15 am will receive a tardy slip.

**SECTION 5. FAMILY NUMBERS**

Upon enrollment, each Ben Franklin Academy family shall be assigned a family number. One copy of this family number shall be printed by the Academy on authorized Carpool Tags and distributed to each family. Additional Carpool Tags may be available upon request. An original Carpool Tags, not copies, must be displayed on the visor, dashboard, rearview mirror, or windshield of the passenger side of the car and be clearly visible to carpool attendants. Please have your children memorize their family number. If

you are carpooling you must have a Carpool Tag for each family of children being picked up.

Each family must provide a Carpool Tag to anyone else that is authorized to pick up their children. For security reasons, the carpool attendants will not allow a child to enter a car that is not displaying an authorized Carpool Tag. If you do not, or the driver of the car does not have a Carpool Tag, let a carpool attendant know. You will be directed to pass the line, park in the school parking lot, and enter the office to show ID before the student will be released to you. No one will be allowed to pick up students with outdated or hand-made cards. Carpool Tags must be on display until you have loaded your children in your car. Valid identification must be shown in order to get a replacement Carpool Tag.

## **SECTION 6. MORNING DROP-OFF PROCEDURES**

### **MORNING CARPOOL COMMENCES AT 7:40AM**

Carpool drop-off for all K-8 students begins at 7:40 a.m. Drivers may begin to line up no earlier than 7:40 am. As they arrive, drivers will line up double file along the back driveway. Students are not permitted on school property prior to 7:45am.

### **DESIGNATED DROP OFF AREA**

The designated drop off area is the right lane in front of the school delineated with orange cones. Staff shall monitor this area during the designated carpool hours. Parents may not let students out of the vehicle until a staff member indicates that carpool is ready to begin.

Once directed, cars in the designated drop off area may release student(s) from their car from the right side only. At no time may students exit a car from the left side. Once children have exited their vehicles, they should enter the building through the main entrance and proceed directly to their classrooms. Parents should take care that all of their students reach the sidewalk safely before pulling forward. Students sometimes chase papers, balls, etc., moving unexpectedly to retrieve them, and are not easily seen by drivers.

Students should be released from the car only where the car comes to a stop in the carpool line. Parents may not drive forward to release students closer to the entrance.

Once students have been released from the car and it is safe to pull forward, cars shall proceed to exit the school along the back driveway. Please do not pull into the left lane, unless instructed to do so. Parents must pull all the way forward before releasing students.

If your student is physically or medically restricted from walking from the carpool lane to the school, please notify the administration as soon as possible so that reasonable accommodations can be made.

### **TARDY SLIPS**

Tardy slips will be given for students dropped off after 8:10 am as students are required to be in their classrooms and seated at 8:15 am. If you arrive after the carpool attendants have gone inside for the morning, you must park your vehicle in the parking lot across from the main entrance (not in the carpool lane) and escort your child to the office to sign them in. Your child will receive a tardy slip.

Should there be inclement weather, the carpool volunteer may stay longer to supervise drop off, and tardy slips may be suspended at the discretion of the office.

### **SECTION 7. AFTERNOON CARPOOL PICK-UP PROCEDURES**

To ensure the continued safety of our students, parents will not be allowed at any time to walk to the designated pickup area to pick up his or her child or children previously designated as a “Carpooler.”

Parents arriving after carpool is finished must park their vehicles in the parking lot (not in the carpool lane) and go inside to the school office to sign out their child.

#### **AFTERNOON CARPOOL FOR K-6 COMMENCES AT 3:00 PM**

Drivers may begin to line up along the back driveway behind the white line prior to entering the parking lot no earlier than 3:00 pm. Drivers must enter the back driveway from the western entrance.

#### **CARPOOL TAGS AND LOADS**

While cars are lined up along the back driveway, a staff member will collect the family numbers from Carpool Tags. These numbers will then be used to call students out of the building in order. If you have misplaced your Carpool Tags you will be directed to a parking spot so you can retrieve a new Carpool Tag.

Staff will issue green cards to drivers indicating the start of a load and red cards indicating the end of a load. Loads consist of 18 cars.

#### **DESIGNATED PICK UP AREA**

At 3:30 pm drivers parked along the back driveway will be directed through the parking lot in a single file and shall pull into the pickup zone as a full load in both lanes. Drivers will park their cars in the pickup zone. Drivers that have the green and red cards will return these cards to staff as they pull through. Drivers at the front of a load must pull all the way to front of the pickup zone. All other cars must pull as close behind the previous car as possible.

All cars in a load shall wait until all students have been loaded in all cars within the load before leaving the pickup zone. Students will be released from the school one load at a time. When you have all your students in your car, please remove the tag from the windshield so staff knows you have your students.

When directed by staff, the entire load shall drive out of the pickup zone together. If you have not yet received your students, you will be directed to the holding zone just beyond the front of the pickup zone.

The next load shall then be directed to proceed into the pickup zone and collect their students.

#### **AFTERNOON CARPOOL FOR PRESCHOOL**

Drivers picking up preschool students may pull in the eastern entrance and wait for their students beginning at 3:10 pm. These cars must be moved no later than 3:25 pm.

At 3:30 pm staff will clear all drivers waiting for preschool students from the pickup zone.

#### **PARKING LOT'S EASTERN ENTRANCE**

Please note that other drivers (such as employees, committee members, delivery vehicles, [insert name] Parking Pass holders, and after school car providers), as well as emergency vehicles may need to reach the school via the parking lot's eastern entrance. These drivers will be directed to a parking space by staff.

### **SECTION 8. CARPOOL RULES**

The following rules apply to both morning drop-off and afternoon pick-up, and all carpool drivers are required to abide by these rules:

- Be courteous; practice temperance, tranquility, and humility.
- Do not use your mobile or smart phone during carpool.
- Do not exceed 10 mph on school property at any time for any reason.
- Prepare your child for drop-off before you arrive in the morning. Coats should be on or in hand, backpacks and lunchboxes should be packed, on laps or easy-to-reach, and when possible, children's seating order in the car should match the order in which they will exit the car. Make sure your child's backpack can be carried or maneuvered by that child.
- Respect the attendants and follow their direction at all times. Staff and volunteers do their best every day to uphold the rules of the school and to make carpool run as smoothly and safely as possible.
- Do not exit your car at any time, once you have entered the carpool line. If your student requires assistance exiting or entering the car, you must wait for a carpool attendant or staff member to assist them.
- Do not approach the pickup zone or the main entrance on foot to pick up your child. You will not be permitted to pick up your child this way.
- Do not allow your student to exit your car on the left side at any time.

- Do not line up prior to 7:40 am for morning carpool or 3:00 pm for afternoon carpool.
- Do not hold up the line by chatting with a staff member or carpool attendant. Carpool is not the time or place for impromptu parent/teacher discussions.
- Do not attempt to pass the car(s) in front of you at any time during carpool. Follow the car in front at all times.

### **SECTION 9. AFTERNOON WALKERS**

At 3:30 pm, students designated as “Walkers” shall be released from class and allowed to exit the building through the northeast doors.

Walkers shall precede home on the school’s sidewalk. If Walkers need to cross Greensborough Drive, Walkers shall cross in the designated crosswalk. Walkers shall be responsible and respectful of the school’s and the neighborhood’s property. Walker designation can be revoked at anytime at the school’s sole discretion.

Ben Franklin Academy, Douglas County School District, their employees and volunteers are not liable or responsible for the welfare of a child or child’s behaviors and actions while walking to or from the school.

### **SECTION 10. EARLY AFTERNOON PICK-UP**

If you need to pick your child up from school early for a doctor’s appointment or another pre-arranged reason, you must park in the parking lot and come to the front office to sign your child out. Please note that early pick-up ends at 3:00 pm—if you arrive after 3:00 pm, you will need to pick up your child in the carpool line. Early pickup is intended to be used as an exception and will not be allowed on a regular basis. Routine early dismissal is disruptive to the student(s) and the entire class. The office reserves the right to deny early pick-up.

### **SECTION 11. INCLEMENT WEATHER**

If there is inclement weather in the morning, please check the school website for delays and cancellations.

Due to limited parking at the school, there are no provisions for inclement weather except for lightning. In the event of lightning, carpool will be suspended; all children and staff will remain inside the building. Carpool will start or resume and Walkers will be released when it is safe to do so.

In Colorado, our weather changes frequently. Accordingly, please provide your children with clothing appropriate for inclement weather.

### **SECTION 12. PARKING**

There is no overnight parking permitted in the Ben Franklin Academy parking lot. Do not park and leave your vehicle in the carpool line or in the fire lanes. The school reserves the

right to have any unattended vehicle immediately towed if that vehicle is illegally parked or could impeded the progress of carpool.

### **SECTION 13. SPECIAL EVENTS**

For special school events, overflow parking shall be available in the northeastern field.

### **SECTION 14. EMERGENCY LOCK DOWN**

In the case of an emergency that requires the school to be locked down (e.g. criminal in area, crime scene next door, tanker truck spill), parents will be notified via email. Parents are not allowed into the building until the conditions have improved and the Academy has given the “all clear”. Parents will be notified when it is safe to pick up their children.

### **SECTION 15. CARPOOL MAP**



**POLICY HISTORY:**

Original: Approved by the board XXXXX

