



# Ridgeview Classical Schools

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*A classical education for modern times.*

7 November 2006

Dear Parents:

As most of you know, PSD offered Ridgeview a contract in October, and we had until November 8<sup>th</sup> to respond to that offer. Our response consists in two actions. The board has signed the contract offered by PSD at the same time it has filed for a declaratory judgment on the issue of the funding. A declaratory judgment is the power of a judge to declare the rights of parties in a dispute. In our case, we are seeking a declaration on whether PSD's demand that Ridgeview be required to give up funds for students leaving Ridgeview and returning to PSD after October 1<sup>st</sup> conforms to the School Finance Act. We think that such a requirement is not only a significant change to our original contract and a bad policy in its own right but is also in violation of state statute. Filing for a declaratory judgment takes the issue out of the hands of elected bodies and seeks redress through a court that must rule on the state statute. In no way is Ridgeview suing PSD for any money. We simply seek a clarification of Colorado school law, a very important clarification for charter schools throughout the state. We think both parties, Ridgeview and PSD, will benefit from this legal decision.

Throughout this long and arduous process, the Ridgeview board has negotiated in good faith and sought a contract that would allow the school to continue to provide an exemplary education for hundreds of students in Northern Colorado. We regret that the PSD school board and their lawyer have made our negotiations unnecessarily long and difficult and have attempted to impose policies on the school that not only are significant changes to the original contract but are also in no way in the best interest of the school and its students. At no time has the PSD board articulated any legitimate reason for significantly altering our original contract, the contract that has allowed us to thrive as a school for five years.

Those of you who attended the October 9<sup>th</sup> PSD board meeting know that the district CFO was asked several times what PSD does with the funding of students who leave the district after October 1, who go to another school district or into homeschooling. His response was invariably, "We keep the money." You will also recall that when the PSD board members spoke of a funding scheme in which the money would follow the student in the middle of the year, the superintendent of schools spoke up in order to say that such a funding system did not presently exist in the district, was only being discussed, and was at this point merely speculative. He intimated that he did not want the contract with Ridgeview to become a binding precedent on any district schools. The implication was clear. The board, or at least a majority of the board, wishes to act as though such a funding scheme is just around the corner for PSD in order to get Ridgeview to accept it, but in reality such a funding scheme may *never* be put into practice. Furthermore, I should like to remind you that the PSD board voted 4-3 for a compromise that would require funding for students transferring after October 1 to begin changing hands only after a 5% change in Ridgeview's student population either way. Ridgeview would have warmly entertained that compromise. Unfortunately, the board later voted against it when deciding upon the contract as a whole.

Enclosed you will find a copy of the letter we have sent to the PSD school board. We do not have an exact timeline for when the declaratory judgment will be rendered, but we are expecting something to happen in the second semester. Otherwise, we shall be operating under a signed, five-year contract with PSD, and we shall be keeping track of students leaving and entering Ridgeview over the course of the year. Thank you for your patience in all these curious and important events.

Dr. Moore  
Principal