

DRAFT

CONTRACT

C20xx-00xx

between

COLORADO SPRINGS SCHOOL DISTRICT 11

and

____**School Name**____

July 1, 201x – June 30, 20xx

COLORADO SPRINGS SCHOOL DISTRICT 11
____SCHOOL NAME____

(FYI: January 2011 – second iteration NACSA resource guide)

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Section One: Introduction

This Contract, effective July 1, 20xx, is made and entered into between Colorado Springs School District 11 (the “District” or the “Authorizer”) and _____ (“School”), a public charter school organized as a Colorado non-profit corporation (collectively, the “Parties”), located at _____.

1.1 Recitals.

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, and following, for certain purposes as enumerated in C.R.S. §22-30.5-102(2) and (3).

WHEREAS, _____ is in its **xxth** year as a charter school in the District, from July 20xx to present.

WHEREAS, on November 1, 20xx, a Renewal Application was submitted by the Board of _____ for continuation of the School as a charter school to operate within the District and the application was amended on December xx, 20xx, to clarify _____ information;

WHEREAS, the School has provided adequate information to the District Board to demonstrate that the School has sufficient community support and academic, financial, governance, and operational success to continue operation of the School as a charter school within District boundaries; and

WHEREAS, on January xx, 20xx, the District’s Board of Education (Board) adopted a Resolution #20xx-xx (Attachment 1) approving the School’s application and granting the School a charter for an additional term of **five** years, starting school year 20xx-20xx, and continuing through school year 20xx-20xx.

WHEREAS, the School’s Renewal Application is incorporated in its entirety, by reference, into this contract.

TIP

The recitals for a charter school contract that is being renewed should reference the previous contract period, the submission of the renewal application, the district board of education’s consideration of the renewal application and subsequent board action.

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

Section Two: Establishment of School

2.1 Term.

This Contract is effective as of July 1, 20xx and shall continue through June 30, 20xx. Although this Contract is for operation of the Charter School for a period of **five (5)** years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter school legal status.

2.2.1 The School is incorporated as a Colorado non-profit corporation. Unless the parties agree otherwise in writing, the School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The School shall notify the District promptly of any change in its corporate and/or tax-exempt status.

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

2.3 Pre-opening.

The School shall meet all of the Pre-Opening Conditions described in Attachment 2 by the identified dates. Failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the contract and shall be grounds for District intervention or revocation of the Charter pursuant to Section 3.21 or Section 12.3 of the Contract. The District may waive or modify the restrictions contained therein and may grant the School an additional planning year upon good cause shown.

TIP: *Section 2.3 only applies to a new charter school.*

Section Three: District-School Relationship

3.1 District rights and responsibilities

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

- A. School records including but not limited to student cumulative files, policies, special education and related services;
- B. Financial records;
- C. Educational program, including test administration procedures and student protocols;
- D. Personnel records, including evidence criminal background checks have been conducted, as well as State required annual reporting of performance of educators, pursuant to the Educator Effectiveness Act;

E. School's operations, including health, safety and occupancy requirements; and

F. Inspection of the facility.

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

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within ten (10) days of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant's request for anonymity. Any written complaint shall be provided to the School within three days pursuant to the Open Records Act.

3.1.3 School health or safety issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.

3.1.4 Access to data and information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Elementary and Secondary Education Act (ESEA) school performance framework plan type, accreditation, special education, and funding information.

3.1.5 Academic performance data and process. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the Colorado Department of Education (Department) to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract. The District's board of education annually makes determinations of the accreditation status of each of its schools. The School principal will be informed of progress toward the recommended accreditation status and ultimately the board adopted status in the same manner as the District's traditional schools.

TIP: The evaluation of a school that has Alternative Education Campus status should be based on the unique mission and population served.

3.1.6 Access to student records. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

3.2 School rights and responsibilities.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School shall ensure that records for students

enrolling in other Schools are transferred in a timely manner. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification provided to the District.

A. Timely notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
2. Any complaints filed against the School by any governmental agency.

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

1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
3. The arrest of any members of the Charter Board or Charter School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
4. Misappropriation of funds;
5. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

3.2.3 Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all, of the federal and state laws with which the School must comply are listed in Attachment 3.

3.2.4 Reports. The Charter School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the District may take actions outlined in Sections 3.2.9 and 3.2.10.

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TIP: Charter school founders, board members and administrators should become familiar with the Financial Transparency Act's reporting requirements. The District and the School should have a clear understanding as to who has the responsibility for posting the school's financial data.

A. Unique School Objectives. The School shall annually provide the District with a report no later than August 31 identifying the progress that the School has made on each of its unique objectives included in Section 7.3.B during the prior school year.

B. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 et seq., (including budget).

C. Student count reports as required by State law.

1. Projected enrollment – January 15
2. Proposed (Projected) Budget – May 31
3. Charter Board approved budget – 30 days following District approval or by July 15
4. Quarterly financial reports – within 45 days of the close of the quarter
5. End of year trial balance – August 15
6. Annual audit, final trial balance (by independent auditors) – August 15

D. School calendar – May 1

E. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – September 10

F. Governance information.

1. Charter Board membership (i.e., names/contact info, terms and signed Board Member Certification Forms) - September 1
2. Signed Board member conflict of interest disclosures – September 1 or within 30 days of new Board member installations
3. Current Bylaws – within ten (10) days after any changes.
4. Current Articles of Incorporation – within ten (10) days after any changes.

G. The Colorado Department of Education's "March Report Card" by March 21, or an annually adjusted to meet State required deadlines.

H. Human Resource Submission – by December 1, or such later December date as specified by the District's Human Resources Department, on an annual basis.

I. Insurance certification – send updated certificate annually

3.2.5 Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of

any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

3.2.6 Procedures for articles of incorporation and bylaws amendments. The School shall follow any requirements of the Colorado Revised Non- Profit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 3.

3.2.7 Assessment. The School's plan for evaluating pupil performance will include participation in all testing programs required by the State of Colorado, currently including, but not limited to Partnership for Readiness for College and Career (PARCC), Colorado Measures of Academic Success (CMAS), Colorado ACT, Colorado Reading to Ensure Academic Development Act (READ) and Colorado English Language Assessment (WIDA) as they exist now or may later be amended. Violation of this provision of the Contract shall be deemed a material violation of the conditions, standards, or procedures of this Contract. The District adheres to a State testing schedule for PARCC, CMAS, READ, CELA Proficiency, and ACT and a District schedule for the MAP. This schedule is published annually for all mandated tests. The School is expected to adhere to this schedule. In addition to assessments developed or selected by the School and assessments required by the State of Colorado, the School shall assess students using Measures of Academic Progress (MAP) or its successor, should the District determine a replacement is appropriate, in grades K through 10 at least two times per year, once in the Fall and once in the Spring. Specifically, the State requires the following as it relates to English Language Learner students: (1) for all students whose questionnaire indicates his/her language is other than English and who are new to the District, the Parent Home Language Other Than English (PHLOTE) form and the W-APT shall be given to gain an assessment of his/her English language ability; (2) the WIDA ACCESS Exam shall be given to all English Language Learners (ELLs) according to State eligibility requirements. The School will identify English learners and assess them using the W-APT within the required 20 day window as required by the State. Additionally, the School will administer any assessments reasonably required by the District for accreditation, and other assessments as agreed upon by the Parties. The Charter School shall identify appropriate students, conform to the ethical and standardized testing requirements as laid out by the State of Colorado and otherwise conform to the assessment policies and procedures in place for the District including student testing accommodations where required.

A. If the School requires or requests more student assessment, the School and the District shall work together in good faith to identify and develop other objective, valid, and reliable measures of student performance for inclusion in the School's School Improvement Plan (SIP).

B. Minimum Annual Reporting. As reasonably requested, but no less often than annually, the School shall report to the District their pupil evaluation results/assessment results, where schedules are not otherwise stated, herein.

1. Minimum Pupil Performance Goals. The minimum pupil performance goals shall be based on the projected performance of students in District schools, with the overall goal for the School of maintaining a School Performance Framework Rating (SPF) of Performance. Appropriate student achievement goals shall be included in the School's annual SIP as required by the State and in accordance with corresponding timelines.

2. English Language Learners. The School shall provide resources and support to English language learners (ELLs) to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and

exiting English language learners, consistent with State and Federal law and shall take such actions as the District deems necessary from time to time to assure compliance with any court order applicable to the District's English language acquisition program. The School shall administer the W-APT and the ACCESS for ELLs to its applicable enrolled students, and at least 80 percent of the applicable enrolled students who have been in attendance for 75 percent or more of the scheduled instructional days shall demonstrate at least one year's increase in proficiency level on the annual assessment compared to their performance during the previous year.

C. Minimum Standards. The School's pupil performance standards shall be, at a minimum, equal to those of the District. The District shall impose no more/no less than the same criteria as other approved schools serving at risk students under the District's purview. The School shall meet or make reasonable progress toward meeting the following objectives:

1. Annual Performance Review (APR). The District's Annual Performance Review for charter schools is incorporated into this Contract as Attachment 10. The District shall evaluate the School under the same manner they evaluate all charter schools authorized by the District.

2. TCAP (2014) CMAS/PARCC (2015 and beyond). Student results, including those measuring longitudinal growth, on State-required assessments shall equal or exceed results for schools serving comparable students district-wide.

a. The percentage of students entering with below-grade-level skills who reach grade level proficiency each year shall meet or exceed annual accountability targets as determined by the District.

b. The percentage of students entering with proficient or advanced skills who maintain that level of performance shall meet or exceed annual accountability targets as determined by the District.

c. The achievement gap between low-income and middle/upper income students, as measured by CMAS/PARCC disaggregated scores, shall meet or exceed annual accountability targets as determined by the District.

d. School Performance Framework. The School shall maintain an SPF plan type of Performance. The School agrees and understands that it has a duty to comply with the applicable requirements of the No Child Left Behind Act, 20 U.S.C. 6301 *et seq.* and implementing regulations, including those provisions concerning the qualifications for teachers and instructional staff, as defined in the State of Colorado Waiver to the No Child Left Behind Act.

e. Colorado Growth Model. The Growth Model measures student progress from one year to the next in the context of a student's "academic peers." The Growth Model compares each student's performance to students in the same grade throughout Colorado who had similar prior test scores in past years and calculates a growth percentile. A student growing as well or better than 60 percent of his or her academic peers would be at the 60th percentile. Student growth percentiles can be used to determine "How much growth is enough?" The percentiles show the amount of growth necessary for each student to reach proficiency ("catch up") or maintain proficiency ("keep up") within three years or by 10th grade. The School shall meet or exceed State median growth percentile of at least 50 in Reading, Writing, and Math.

3.2.8 District-School Dispute Resolution procedures.

A. Dispute Resolution Process. All disputes arising out of the implementation of this Contract shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.

B. Informal Negotiation. If a dispute arises between the District and the School relating to the implementation of this Contract, authorized representatives of the District and the School will meet at the request of either Party to discuss a resolution to the dispute.

C. Formal Notification of Dispute. If the dispute is not resolved, either Party may submit to the other a written notice identifying the specific action with which it disagrees, any contract provision which it alleges was violated, and specific corrective action it wishes the other Party to take. Such notice shall be given within thirty 30 days of the time the Party knew or should have known of the action at issue and after the Parties have attempted informal negotiations to resolve the dispute.

D. Non-Binding Arbitration. If the Parties are unable to negotiate a resolution to the dispute within ten (10) days of receipt of such notice, either Party may request non-binding arbitration. The Party making the request will notify the other Party of the request in writing. Within one week of receipt of notice by the other Party, the authorized representatives of the Parties will attempt to agree on an arbitrator. If they reach no agreement within one week after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

E. Procedure. The arbitrator will conduct a hearing limited to the issues raised in the notice required by Section 3.2.8-C above. The arbitrator will have authority to make procedural rules and will issue a report to the Parties within thirty (30) days after the close of the hearing. Such report shall contain findings and a recommendation regarding the issue(s) in dispute. The arbitrator's recommendation shall be forwarded confidentially to the District, with a confidential copy to the School. After receipt of the arbitrator's recommendation, the Parties may meet to discuss a resolution to the dispute. The arbitrator's decision and recommendation shall be non-binding unless the Parties expressly agree otherwise in writing.

F. Board Action. Following receipt of the arbitration results, the District shall have 60 days in which to review the results and initiate whatever action, if any, it deems appropriate. The Board's action on the recommendation shall be final and binding; subject only to such appeal as may be authorized by law. During the pendency of any non-binding arbitration or related appeal, the School shall comply with the District's requirements as to the disputed matter.

G. District's Authority. The dispute resolution process set forth in this Contract shall not be required prior to the exercise of any contractual right or authority by the District or its Board, including remedial authority for any breach of this Contract, provided that the District's exercise of any such right or authority shall be subject to this dispute resolution process.

H. Waiver. Failure to file notice within the time specified in Section 3.2.8-C or failure of a party to advance the process within the times specified, shall be deemed a waiver of any further right to contest an action covered by this procedure and shall forever bar any claim or proceeding related to such action, provided that the Parties may agree in writing to extend any of the time limits for a specified period and provided that neither Party shall be responsible for an arbitrator's failure to meet the deadline.

I. Costs Shared. The Parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A Party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

3.2.9 School violations of law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110 (3), or any of the other reasons listed in this Contract, is in violation of state or federal law

or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

A. Withholding up to 100 percent of the funds due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.2-A and 3.2.4, or as otherwise detailed in this contract, by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5 (112) (g).

B. Submitting a plan to the District to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

C. Seeking technical assistance from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

D. Requesting that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §22-30.5-701 et seq.

3.2.10 Procedural guidelines for School violations of law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in Part 7 of Article 30.5, the District shall, to the extent practicable, engage in a due process procedure below.

A. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.

B. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the President of the Charter School Board or his designee shall be given an opportunity to meet with the President of the District's Board or his designee to discuss the notice within five (5) days.

C. If the breach is not cured within the time specified in the notice, the District may apply remedies 3.2.9, A-D.

3.2.11 District violations of school law or this contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution procedures in accordance with Section 3.2.8, file an appeal with the State Board, or seek other remedies provided by law.

3.2.12 If the District seeks a preliminary order under the Emergency Powers set forth in Part 7 of Article 30.5, it shall follow the procedures set forth therein.

Section Four: School Governance

4.1 Governance.

4.1.1 The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The governing board shall operate in accordance with these documents. Governance will be reviewed on an on-going basis and reported each year as part of the Annual Performance Review (see Attachment 10). Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body shall be made in accordance with the following procedures:

A. Procedures for articles of incorporation and bylaws modifications: If the School desires to modify their articles of incorporation or bylaws, they shall send written notice to the District. The District will have thirty (30) calendar days to review the proposed changes. If the District does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The District agrees to not unreasonably withhold accepting proposed changes to these documents.

B. Procedures for policy modifications: The School will provide the District with drafts for review and input on any *material* modifications to policies and procedures. These shall be submitted to the District for review prior to finalizing, printing and distributing to students and parents.

Material: Any change in the terms of a document that affects the obligations of the Parties or changes the intent set forth in this contract.

C. Procedures for contract modifications: The Parties agree to not unreasonably withhold accepting proposed changes to this Contract.

4.2 Corporate purpose.

The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, et seq.

4.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.

4.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District's Board of Education.

4.5 Contracting for core educational services.

[Either A or B below based on the charter application]

Option A. Unless otherwise agreed in writing by the District, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses.

Option B. The District acknowledges that the School intends to contract with an education service provider (ESP) for implementation of its core educational program, to the full extent permitted by state law. Such contracting is

conditioned upon the School developing a management agreement with the ESP that meets the conditions in Attachment 4.

Section Five: Operation of School and Waivers

5.1 Operational powers.

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract.

5.2 Transportation.

Any transportation of students to the School (other than special education students who require transportation as a related service) shall be the sole responsibility of the School.

5.3 Food services.

If requested to do so by the School, the District shall provide free and reduced price meals to needy students in a manner determined by the District and in accordance with School Board policy and applicable federal and state law. The School and Food and Nutrition Services agreement will be incorporated into this contract as an **attachment**.

5.4 Insurance.

The School shall purchase insurance protecting the School and its Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

- Comprehensive general liability - \$2,000,000.
- Officers, directors and employees errors and omissions - \$1,000,000.
- Property insurance - As required by landlord.
- Motor vehicle liability (if appropriate) - \$1,000,000.
- Bonding (if appropriate).
- Minimum amounts: \$25,000.
- Maximum amounts: \$100,000.
- Workers' compensation - (as required by state law).

The District shall provide timely notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII." Non-rated insurers must be approved by the District. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District's Contracting Officer by July 1, annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District's Contracting Officer and Risk Manager. The School shall notify the District's Contracting

Officer and Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

Both parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

5.5 Waivers.

5.5.1 The School is required to request specific waivers of State and District policies. These waivers can be delegative or substantive in nature. All waivers requested by the School and approved by the State and District are included as attachments to this contract. All waiver requests are accompanied by the School's rationales and replacement plans which are also included with this Contract as attachments.

Some policies do not apply to charter schools (e.g., LBD – Relations with Charter Schools).

Some policies the school agrees to adopt as its own.

Some policy waivers are delegative: The School will use the same policy but it will be carried out by the School.

Some policy waivers are substantive: The School will do something significantly different than the State or District policy.

5.5.2 State Laws and Regulations

A. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colorado Code of Regulations (1CCR) 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers. The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 5.

B. Additional waiver requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter School, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs.

C. Procedures for additional waiver requests. The District Board of Education agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 6. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

D. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board of Education approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

5.5.3 District Policies

A. Automatic waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter School or the District, through the Contract, has delegated this authority to the School. The District reserves the right to grant automatic waivers at a future time, but at the time of Contract signing, the District has designated no automatic waivers.

B. Additional waivers. The School shall be granted certain waivers from District policies set forth in Attachment 7.

C. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

Section Six: School Enrollment and Demographics

6.1 School grade levels.

The School may serve students in **grade xx through grade xx**, except that the School shall only serve students in grades **xx-xx** in the first year of this Contract, and may add one grade per year for **years xx through xx** of this initial Contract.

6.2 Student demographics.

As required by the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3), School enrollment decisions shall be made by the School in a nondiscriminatory manner as specified in the charter school application. The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District, or in neighboring districts, and has a diverse student population which includes, but is not limited to, making reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall make reasonable progress toward this goal and will update the District annually on their related actions.

6.3 Maximum and minimum enrollment.

The School and the District agree that during the term of this Contract, the School's total funded enrollment shall be as follows: (a) year one, no more than xxx full-time equivalent students ("Student FTE s"); (b) year two, no more than xxx student FTE s; and (c) year three and thereafter, no more than xxx student FTE s. This limitation on the number of enrolled students is acknowledged by the School and the District as necessary to facilitate the academic success of the students enrolled in the School, to facilitate the School's ability to achieve its mission and objectives, and to ensure that the School's enrollment does not exceed the capacity of the School's facility and site. The minimum enrollment is xxx student FTE s, which is determined to be the lowest enrollment necessary for financial viability.

-OR-

At the time of application, the School had ### students. They will enroll one more ____ class (____ grade) during the 20xx-20xx school year. The projected full enrollment is approximately ### students, including partially enrolled homeschool students. The School will establish minimum enrollment levels based on their evaluation of financial and academic impacts of enrollment.

TIP

Enrollment preferences, timeline, and procedures vary greatly by school and typically will be based on information included in the charter school application. Schools should only rely on district choice procedures if they fit well with the school's mission and educational program.

6.4 Eligibility for enrollment.

The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3) (F) in another district school.

6.5 Enrollment preferences, selection method, timeline, and procedures.

Enrollment preferences, selection method, timeline, and procedures are described in Attachment 8.

6.6 Admission process and procedures for enrollment of students with disabilities or a Section 504 plan.

To ensure that the needs of students with disabilities are met, the following procedures must be followed:

6.6.1 Following the application deadline and upon completing the lottery if appropriate, the School shall require that the student/District provide the most recent Individualized Education Program/Plan (IEP) or Section 504 Plan, if any.

6.6.2 Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

6.6.3 When an applicant has an IEP or Section 504 Plan, prior to the decision to admit or deny admission, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative, as needed, shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team cannot reach consensus, the District representative shall convene a complete IEP team to make the final determination.

6.6.4 When the screening team (as outlined in section 6.6.3) has determined that a student has intensive service needs, and that student applies for admission in the School, the School Principal shall convene an IEP Team meeting. The student's application for admission is contingent upon the determination by the IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the charter school in its existing programs with or without reasonable modifications. If the determination is that Free Appropriate Public Education (FAPE) is not available, the student's application for admission shall be denied and the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School's IEP Team meeting. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the School. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

6.7 Participation in other district programs.

No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

6.8 Non-resident admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Board policy and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the School District, and then to students who are new to the School District –OR- in the order described in the application –OR- renewal application and as stated in Attachment 8. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.9 Student movement after October 1.

After October 1, any movement of students between the School and any district school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with the standard district administrative transfer process. Requests for transfer to a District school shall not be unreasonably denied.

TIP:

This provision will vary based on the School's mission; for example, alternative schools often enroll students after October 1. Most important is that the charter school and district agree whether or not students will be enrolled after October 1, and, if they are to be enrolled, the procedures to be followed.

6.10 Expulsion and denial of admission.

6.10.1 The authority to hold expulsion hearings, wherein a student may be expelled from the Charter School, shall remain with the Charter School's Board of Directors or a designee of that board, with alignment as appropriate to District policies, support and input prior to taking such action. The authority to hold expulsion hearings from the District as a whole shall remain with the District Board of Education or its designee. The Charter School Board, or its designee, shall make findings of fact and recommendations to the District superintendent (seeking District support and input prior to taking any expulsion action), and a decision to expel a student from the District may be appealed to the District Board according to District policy regulation JKD-JKE-R. Any decision to expel a Charter School student by the District Board shall specify which District schools the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled Charter School students shall be the sole responsibility of the District to arrange, in cooperation with the School for education service payment. Any special education and related services required by law to be provided to suspended or expelled Charter School students shall be the sole responsibility of the District.

TIP:

There are many variations to the provisions concerning suspension and expulsion. One alternative to the provision in the Sample Contract is: "The School has adopted and may revise its own set of written policies concerning standards of student conduct and discipline and shall be granted a waiver from corresponding District policies so long as the policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student. Unless services are purchased from the District, any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the District." Regardless of the approach taken, the contract should be explicit about responsibility for conducting hearings and decision making, responsibility for provision of services to suspended or expelled students, the responsibility for paying for expulsion

hearings and services for expelled students, and whether or not the school may purchase such services from the district.

6.10.2 The School and the District are protected by C.R.S. 22-33-106 which provides grounds for expulsion and denial of enrollment.

6.11 Continuing enrollment.

Pursuant to Colorado State Law, students who enroll in the School shall have the right to remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.

Section Seven: Educational Program

7.1 Vision. [Insert school vision.]

7.2 Mission. [Insert school mission.]

7.3 School goals and objectives. [The School shall meet or make reasonable progress toward the following goals objectives]:

TIP: Goals and objectives should be in S.M.A.R.T. format: Specific (concrete, detailed, well defined), Measurable (numbers, quantity, comparison), Attainable/ Achievable (feasible, actionable), Relevant (considering resources and strategy), Time-Bound (a defined time line).

A. School goals. [Insert School goals here]

B. Unique School objectives. [Mission-specific School objectives should be inserted here.]

C. District accreditation. The School shall be accredited or accredited with distinction in accordance with written District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

D. District finance, governance, and operations standards. The School shall meet or exceed District standards, if any, for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. [Finance, governance, and operations indicators may be incorporated into accreditation indicators in B above. If these indicators are addressed independent of accreditation, the language in Section 3.2.B will need to be modified.]

E. Opportunity for comment. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.

TIP: Language for 7.1 – 7.3 is based on the charter school application, although it may be revised with the agreement of both parties prior to insertion in the contract.

7.4 Educational program characteristics.

The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval: [List educational program characteristics from the application that are the foundation for the School's program.]

7.5 GED and on-line programs.

The School's educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to C.R.S. §22-33-104.6, nor a GED program and the School is accordingly prohibited from offering such online or GED programs. [Note: On-line schools or schools offering GED programs would delete this prohibition.]

7.6 Curriculum, instructional program, and pupil performance standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.7 Graduation requirements.

The School shall develop and submit to the District for approval a policy setting forth its graduation requirements.

7.8 English language learners.

The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and exiting English language learners.

7.9 Education of students with disabilities.

7.9.1 Special Education. School will provide special education and related services for eligible students enrolled in the School. The School understands the non-delegable nature of special education services under Federal and State laws, and agrees to meet all applicable legal requirements for compliance. Further, the School recognizes that the District's involvement in the provision of such services is necessary and prudent to protect the interest of the School and the District, as well as the interests of the students being served. In this regard, the School shall advise the District's Executive Director of Special Education of any issues, which might potentially impact the District, as well as those for which non-delegable oversight exists. The School understands and agrees that additional fees may be incurred if the District performs high level of supervision or intervention due to continuous oversights, late submissions; unusual legal/regulatory circumstances; or non-performance on behalf of the School. A normal amount of District interaction is anticipated and based on proper acceptance of students' IEPs, attending all District training, and timely response to all District inquiries.

7.9.2 Students with Disabilities. Notwithstanding anything in this Contract to the contrary and unless otherwise agreed to by both Parties, special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA) or the Exceptional Children's Education Act (ECEA) shall be provided as follows:

7.9.3 The District's Responsibilities. The District, as the Local Educational Agency (LEA), is responsible for ensuring that the requirements of State and Federal special education laws and regulations are met in the School, and that special education and related services are provided in the School in the same manner as they are provided in other schools in the District. Accordingly, the District will provide administrative oversight using District staff and procedures and will conduct and/or oversee all referral processes, evaluations, re-evaluations, eligibility determinations, placement

decisions, and development and implementation of IEPs for students with disabilities. Additionally, the District will oversee procedural compliance with Federal and State laws and regulations concerning the education of students with disabilities. As may be required by applicable law or in connection with an out-of-district placement, the District shall have the right to participate in the development or modification of any IEP. The District may require external audits and identify from time to time changes to the educational program of the School that are reasonably necessary to comply with the applicable law for educating students with disabilities. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, after receiving input from the School, the District may unilaterally make a final decision regarding such interpretation or application in recognition of the District's Federally mandated responsibilities with regard to special education matters. The District will provide training, consultation and advice to the School as needed with regard to Section 504 compliance, including legal interpretations, recommendations for intervention strategies, and assistance in conducting Section 504 Plan and review meetings.

7.9.4 The School agrees to comply with all Board policies, procedures and regulations, as well as the requirements of Federal and State laws and regulations concerning the education of children with disabilities.

A. The District may require external audits or reviews and identify from time to time changes to the educational program of the School that are reasonably necessary to comply with applicable law for educating students with disabilities.

B. Except as expressly provided below or otherwise in this Contract, the School shall be responsible for all costs incurred in connection with the education of students with disabilities in the School.

C. The School shall give the District reasonable advance notice and arrange for mutually convenient scheduling of any IEP staffing for which District attendance is required or has been requested and agreed to by the District. The School shall use the District's computerized IEP process forms to document compliance with the procedural requirements of the law.

D. The School shall make available reasonable time and space, including an appropriate resource room or work area, during the regular school day for the provision of special education services, providing time at the School's expense for the student's general education teachers to attend IEP meetings and other meetings and to provide consultation to the District's special education staff concerning students, and providing appropriate meeting rooms at the School site for meetings with parents. Additionally, the School will be responsible for compliance with Section 504 and the ADA in its general curriculum, including but not limited to implementation of any formal Section 504 Plan that has been developed for a student.

E. The School shall employ all necessary special education staff (to include, but not limited to, special education teachers, speech pathologist, psychologist, occupational therapists, physical therapists, school nurse, paraprofessionals) to provide specialized instruction and related special education services to its students with disabilities. Such staff members shall be properly trained, licensed and endorsed to provide the special education services for which they are employed, including meeting the definition of "highly qualified teacher" pursuant to the requirement outlined by the Colorado Department of Education and/or any other federal regulation. Additionally, special education staff shall have such other training and qualifications as the District may, at its discretion, prescribe from time to time for similarly situated District teachers. The number of teachers employed by the School to provide specialized instruction to students with disabilities shall be determined in accordance with generally applicable District requirements. The District reserves the right to require the School to assign a different teacher to provide specialized instruction to students with disabilities if the District determines that the teacher employed by the School in that capacity is not properly trained nor qualified or is not delivering special education services in accordance with applicable law or District policies or procedures.

F. The School shall ensure it will provide a continuum of special education services comparable to the services available in typical neighborhood schools in the District. The goal is to assure the school can meet the educational needs of students with disabilities to the same degree as any other traditional District school. If a student's needs are deemed to be so significant (using the process outlined in section 6.6.3) that the student would not be successfully served in any other District neighborhood school, the District will work with the School and the family of the student to assure that a placement in an appropriate program is made.

G. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control. See Section 6.6 for enrollment details.

7.9.5 Revenue: The District and the School shall share in special education revenues and costs in accordance with the following general principles and on such other terms and conditions as may be subsequently negotiated by the Parties.

A. The School shall be entitled to retain an amount equal to the PPR allocable to special education students as well as the allocable portion of funds attributable to the education of special education students in the School including revenues from all applicable State, Federal or other governmental funding sources for special education needs.

B. Under all circumstances the School shall remain responsible for the cost of the portion of the student's IEP that is typically provided by regular education teachers and the regular education program in the District including, without limitation, the classroom teacher, normal classroom supplies, and similar educational services provided to all children.

C. Except to the extent that the School and the District agree that the School will purchase special education services from the District, the School shall be responsible for all other costs related to special education services, including without limitation, costs of all special education services and out-of-district placements. Notwithstanding the foregoing, the Parties expressly recognize that the School will not have the substantial student base population to help fund and spread the funding risk which may be associated with students with disabilities who require out-of-district placement. Accordingly, the Parties agree that the District will act as an insurer for the cost associated with this risk and that the School will purchase out-of-district placement "insurance" as a contracted service.

D. The School assumes the financial cost of any legal advice and/or representation incurred in connection with the defense of any legal action brought by any person or entity on behalf of a student attending the Charter School, regardless of whether the action is brought against the School or the District or both. The School acknowledges that close cooperation with the District in the event of legal action is in the best interests of the School, the District, and the student at issue. For purposes of this subparagraph, "legal action" includes, but is not limited to: mediations; due process hearings; State or Federal complaints; Office for Civil Rights ("OCR") complaints; and court actions.

7.9.6 Transportation. The District will not provide transportation services to the School's students with disabilities who are attending the School. If the IEP team determines that a student with disabilities requires transportation as a related service, the School shall be solely responsible for arranging for the financing and provision of said services. The School may purchase this service from the District under contract services.

7.9.7 The District and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, shall maintain the

same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

7.9.8 The School's special education teachers are required to participate in monthly staff meetings sponsored by the District and newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

7.9.9 The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.

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

Section Eight: Financial Matters

8.1 Revenues.

8.1.1 District per pupil revenue funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School minus the following: the actual amount of the School's per pupil share of the central administrative overhead costs (up to five percent of PPR), as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement, less deductions for purchased services, less other deductions as provided herein and adjusted as provided herein. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

8.1.2 Mill Levy funds. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. In any dispute over eligibility for mill levy funding and appropriate use of funds, the District's position shall prevail. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

TIP: Some Districts may not choose to share mill levy funds with the charter school, in which case this provision will be different.

8.1.3 Federal categorical aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act (ESEA) funding (e.g. Title I, Title II , Title III , Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for use of such funds either by the District or the Colorado Department of Education as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

8.1.4 State categorical aid. On or before January 15 of each year, the District shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for use of such funds either by the District or the Colorado Department of Education as required.

8.1.5 Other Grants. The School will receive their equitable share of the money the District receives through relevant State and Federal grants.

8.2 Disbursement of Per Pupil Revenue.

8.2.1 Disbursement of District per pupil revenue funding. Commencing on July 1 of each fiscal year of the contract term, District per pupil revenue funding as described in Section 8.1.1 shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through December funding shall be based on the School's enrollment projections submitted in accordance with Section 8.4. Funding for January and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2.2. Funds shall be disbursed at the end of each month funds are received by the District.

8.2.2 Adjustment to funding. The District's disbursement of funds shall be adjusted in January of each year, according to the actual funds received and the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any adjustments to funding, so that funding is equal to the PPR provided for in this Contract, shall be made by direct payment to the School or the District.

8.3 Budget.

On or before May 31 of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2.9.

8.4 Enrollment projections.

Beginning with its second year of operation, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its

future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

-OR-

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by January 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.5 TABOR and contingency reserves.

8.5.1 TABOR Reserve: The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ('TABOR Reserve'). The School shall ensure that the School holds unrestricted general fund or cash fund emergency reserves in the amount required.

8.5.2 Contingency Reserve: The School shall establish and maintain through the contract term, pro rata throughout the year, a General Fund "Contingency Reserve." This Contingency Reserve is in addition to the TABOR emergency reserve requirement. The required amount of the Contingency Reserve shall be 2% of the total budgeted aggregate annual revenues of the School for the succeeding school year. The required amount may be increased by the District, working in conjunction with the School, to an amount determined to be necessary by both Parties. The School shall report to the District on a monthly basis any expenditures made from Contingency Reserve. The report should indicate the amount of contingency used, planned steps that will be taken to restore the account to the required amount and progress in restoring the account to 2%. The District shall be informed in advance of any expenditure that would reduce the Contingency Reserve below 33% of the required level of Contingency Reserve funding.

8.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and the School's authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each Contract or legal relationship entered into by the School shall include the following provisions:

- A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
- B. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board.

8.7 Annual audit and trial balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form by August 15 of each year. The School shall pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If, for causes within the School's control, the audit is not provided to the District by August 15 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by August 15 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time.

TIP: *This provision will need to be revised for a school that uses Option 2 above.*

8.8 Quarterly reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(l)(b), and post required reports pursuant to C.R.S. §22-44-301 et seq. Such reports shall be submitted to the District no later than forty-five (45) days following the end of each quarter except that all fourth quarter and year end reports shall be submitted with the annual independent financial audit.

8.9 Non-commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.10 Encumbrances and borrowing.

During the term of this Contract, the School shall not encumber any of its tangible assets without the notification of and review by the District. The School shall make the District aware of any borrowing by the School above 20% of the School's budget.

8.11 Loans.

No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.

Section Nine: Personnel

9.1 Employee status.

All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

TIP: *The personnel provisions of many charter school contracts contain a provision describing the employment options for district teachers who teach at the charter school. For the initial three years of such employment, the options are set forth in C.R.S. §22-30.5-111 (1) and so do not need to be in the contract. The status of the teacher upon returning to the district or for subsequent years is a matter of district policy or a negotiated agreement. Hence, no such provisions are included in this sample.*

Section Ten: Service Contracts with the District

10.1 Direct costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §22-30.5-1 12(2)(a.9) (b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply.

10.2 District services.

Except as is set forth in Service Agreements/Buyback Services, Attachment 9, and any subsequent written agreement between the School and the District, or as may be required by law, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized May 1 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

Section Eleven: Facilities

11.1 School Facility.

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

-OR-

The School shall work in conjunction with the District for any construction, renovation and maintenance of the District facility used by the School. If the School leases or owns other property, they will be fully responsible for that property.

11.2 Use of district facilities.

The School may not use District facilities for activities and events without prior written consent from the District.

TIP: This section will be different for a school using a district facility. Typically, in this situation there will be a separate agreement between the parties outlining the terms and conditions of the school's use of the facility. Additionally, some districts may require prior approval if the school wishes to move its facility.

-OR-

11.2.1 The School will use the District's Pike facility, 2510 North Chestnut Street, Colorado Springs, for the sole purpose of operating a public school as authorized by this Contract, for the duration of this contract period. Only those activities ordinarily incidental to the operation of a public K-12 school will be permitted on the School premises. Use of the building must follow District Policy KF (Community Use of District Property for Non-District Use) and Regulation KF-R (Regulation for Community Use of District Property for Non-District Use). The School shall participate in the same manner as other District schools in reimbursement of fees collected less costs associated with operation of the rental program. To the extent not inconsistent with any other provision of this Contract or applicable law, the District may require School to enter into any other agreement or understanding reasonably requested by the District and which imposes requirements that are commercially reasonable in connection with rentals of real estate.

11.2.2 The School may host or sponsor events that meet their vision and mission for both serving their students, students' families, and staff, and for supporting gifted education in the community, as a resource center. These events will not require rental agreements described in District Policy KF nor in 11.2.1 (above). Any event-related fees the School might charge directly will be used to support staff, lower cost for attendees, or to support facilities development.

11.3 Impracticability of use.

If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate the School.

TIP: These provisions will be slightly different depending on whether the facility is owned by the school, leased by the school from a private landlord, or leased from the district. These provisions will also be different if the district includes the charter school under its insurance policy. In this case, the charter school needs to be sure that it is aware of any deductible that must be satisfied. Finally, the motor vehicle provision will be different depending on whether or not the school provides transportation, the district provides transportation, or transportation is not provided.

11.4 Long-range facility needs.

When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

Section Twelve: Charter Renewal, Revocation and School-Initiated Closure

12.1 Renewal timeline and process.

The School shall submit its renewal application by November 1 of the year before the School's Contract expires (or such date as is updated in the District's Policy LBD). The Board of Education shall act on the renewal application by resolution no later than January 31 of the year the School's Contract expires following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

12.2 Renewal application contents.

In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due. The renewal application content/format will be based on the results of the School's Annual Performance Review, throughout the term of the School's current contract. The District may modify this format, but shall not do so prior to seeking input from the School.

12.3 Criteria for renewal or non-renewal and revocation.

The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. §22-30.5-110 (3), as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to the following:

A. Pursuant to C.R.S. §22-11-210 (1) (d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.

B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406 (3).

12.4 Annual Performance Review and Renewal.

The District's Annual Performance Review (APR) of all district-authorized charter schools will be used as a basis of determining recommendations for charter contract renewal. The APR (Attachment 10) will establish the strength of the School in four key areas: Academic Performance; Financial Accountability; Governance; and Operations. In the final year of the School's contract, the District's charter administrative team will determine whether to recommend that the Board of Education: 1. Renew the charter contract for three to five years; 2. Extend the existing contract on a probationary basis; or 3. Deny the charter renewal. All recommendations will be based on the outcomes of each APR throughout the life of the School's current charter contract, in conjunction with the School's charter renewal application.

12.4 Termination and appeal procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.J. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.2.I) for breach.

12.5 School-initiated closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of district choice enrollment dates.

12.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.7 below and 2) reassignment of students to different schools. School personnel and the School's governing board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.7 Return of property.

In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for-profit organization.

Section Thirteen: General Provisions

13.1 Order of precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District Board of Education that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the charter contract shall take precedence over the Application.

13.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the District Contracting Office and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger.

This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and are superseded by this Contract.

13.4 Non-assignment.

Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

13.5 Governing law and enforceability.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 No third-party beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

13.7 No waiver.

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

13.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 Severability.

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

13.10 Interpretation.

In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and Board of Education policies, procedures, regulations, or other requirements, unless waived, compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable district schools.

SO AGREED:

CHARTER NAME

Street number and name

City, ST zip##

Signer's Name, Title

Date: _____

Witnessed by: _____

Title: _____

Date: _____

DISTRICT NAME

Street number and name

City, ST zip##

Signer's Name, Title

Date: _____

Attachment 1: District Board Resolution Approving the Charter School Application

Attachment 2: Selected State Laws Applicable to Charter Schools

(Colo. Rev. Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

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

Safety and Discipline

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

Educational Accountability

14. Educational Accountability: 22-11-101 et seq. (especially 22-11-210 and 22-11-401 et. seq.)
15. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
16. ESEA Act: P.L. 107-110

Curriculum, Instruction, and Extra-Curricular Activities

17. Instruction in federal and state history and government: 22-1-104
18. Honor and use of the U.S. Flag: 22-1-106
19. Instruction in the Constitution: 22-1-108, 109
20. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
21. On-line programs: 22-33-104.6
22. Participation in sports and extra-curricular activities: 22-32-116.5

23. Content standards: 22-7-407

Exceptional Students

24. Discipline of students with disabilities: 20 U.S.C 1415 (k), 34 C.F.R. 519-529
25. Exceptional Children's Educational Act: 22-20-101 et seq.
26. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794
27. Americans with Disabilities Act: 42 U.S.C. 12101
28. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 et seq.
29. English Language Proficiency Act: 22-24-101 et seq.

Finance

30. School Funding Formula: 22-54-104 (3)
31. Funded pupil enrollment: 22-54-103 (10)
32. Tuition: 22-20-109 (5), 22-32-115 (1) and (2), 22-54-109
33. Fees: 22-32-110 (1) (o) and (p), 22-32-117
34. Allocation of funds to a capital reserve fund: 22-54-105 (2) (b)
35. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
36. Allocation of funds for instructional supplies and materials: 22-54-105 (l)
37. Allocation of funds for at-risk students: 22-54-105
38. Colorado Department of Education Financial Policies and Procedures
39. Excess tuition charges for out-of-district special education students: 22-20-109 (5)
40. Participation in PERA : 22-30.5-512 and 22-30.5-111 (3)
41. Financial Transparency Act: 22-44-301 et seq.

Attachment 3: Conflict of Interest Form

SAMPLE Charter School
Board Member Certification Form

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

Background

1. Full legal name:
2. I affirm that I am at least 18 years of age by the date of appointment to the ABC School Board.
☐ Yes, I affirm.
3. Indicate whether you have ever been convicted or pled "no contest" of one or more of the following:
 - a. a misdemeanor related to honesty or trustworthiness, or
 - b. a felony.
☐ Does not apply to me.
☐ Yes

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

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

- ☐ Does not apply to me.
☐ Yes

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family (in accordance with C.R.S. §7-128-501 (5), an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:

- a. is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).
- b. any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

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

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

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

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

3. Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the School Board or another School or non-profit board. [Note that being a parent of a School student, serving on another charter School's board or being employed by the School are conflicts for certain issues that should be disclosed.]

- ☐ None
- ☐ Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Conflicts for Schools Contracting with an Educational Service Provider

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

- ☐ I/we have no such interest.
☐ Yes

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

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

Other

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

- ☐ I affirm

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

Signature

Date

Attachment 4: Education Service Provider (ESP) Agreement Guidelines (IF APPLICABLE)

1. The maximum term of an ESP agreement must not exceed the term of the charter. After the second year that the ESP agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. ESP agreements must be negotiated at 'arms-length.' The charter school's board and ESP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the ESP agreement shall interfere with the charter school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the charter school. No provision of the ESP agreement shall prohibit the charter school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Colorado Sunshine Law.
4. An ESP agreement shall not restrict the charter school board from waiving its governmental immunity or require a charter school board to assert, waive or not waive its governmental immunity.
5. No provision of an ESP agreement shall alter the charter school board's treasurer's legal obligation to direct that the deposit of all funds received by the charter school be placed in the charter school's account.
6. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter school board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the ESP for the fees or expenses associated with the charter school's operation provided that documentation for the fees and expenses are provided for charter school board ratification.
7. ESP agreements shall provide that the financial, educational and student records pertaining to the charter school are charter school property and that such records are subject to the provisions of the Colorado Open Records Act. All charter school records shall be physically or electronically available, upon request, at the charter school's physical facilities. Except as permitted under the charter contract and applicable law, no ESP agreement shall restrict the District's access to the charter school's records.
8. ESP agreements must contain a provision that all finance and other records of the ESP related to the charter school will be made available to the charter school's independent auditor.
9. The ESP agreement must not permit the ESP to select and retain the independent auditor for the charter school.
10. If an ESP purchases equipment, materials and supplies on behalf of or as the agent of the charter school, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the charter school.
11. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the charter school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter school board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the charter school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the charter school; or (ii) were developed by the ESP at the direction of the charter school governing board with charter school funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the charter school's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the charter school or that are not otherwise dedicated for the specific purpose of developing charter school curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the charter school are subject to state disclosure laws and the Open Records Act.
13. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the charter school. If the ESP leases employees to the charter school, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the charter school or working on charter school operations. If the charter school is staffed through an employee leasing agreement, legal confirmation must be provided to the charter school board that the employment structure qualifies as employee leasing.
14. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the charter school board that is required according to the charter contract. Insurance coverage must take into account whether or not staff at the school are employees of the ESP or the school.

COLORADO SPRINGS SCHOOL DISTRICT 11
____ SCHOOL NAME ____

15. Marketing and development costs paid by or charged to the charter school shall be limited to those costs specific to the charter school program, and shall not include any costs for the marketing and development of the ESP.

16. If the charter school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school.

Attachment 5: Automatic Waivers of State Laws

1. C.R.S. §22-9-106. Local board duties concerning performance evaluations for licensed personnel
2. C.R.S. §22-32-109 (1)(f). Local board duties concerning selection of personnel and pay
3. C.R.S. §22-32-110 (1)(h). Local board powers concerning employment termination of school personnel
4. C.R.S. §22-32-126. Employment and authority of principals
5. C.R.S. §22-63-201. Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception
6. C.R.S. §22-63-202. Teacher employment, compensation and dismissal act of 1990; contracts in writing – duration – damage provision
7. C.R.S. §22-63-203. Teacher employment, compensation and dismissal act of 1990; probationary teachers – renewal and nonrenewal of employment contract
8. C.R.S. §22-63-206. Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation
9. C.R.S. §22-63-301. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
10. C.R.S. §22-63-302. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
11. C.R.S. §22-63-401. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
12. C.R.S. §22-63-402. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
13. C.R.S. §22-63-403. Teacher employment, compensation and dismissal act of 1990; payment of salaries

Attachment 6: Additional Requests for Waiver of State Laws and/or Regulations

Attachment 7: Waivers of District Policies

Attachment 8: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

(Replace with Charter's actual Enrollment Procedures)

Enrollment Preferences.

Enrollment preferences shall be given to the following types of students:

- i. Siblings of students already enrolled in the School shall be automatically enrolled according to space availability;
- ii. Children of founding families, board member's and teacher's children, not to exceed 20%;
- iii. All other children living within District boundaries.
- iv. Other Colorado students

Selection method.

When the number of applicants exceeds the number of spaces available, students shall be selected by a random lottery, taking into consideration the enrollment preferences described in the School's application and included herein. If additional spaces become available after the initial selection, students shall be offered admission based on their order on the waiting list. Any spaces available after all students on the waiting list have been offered admission shall be filled on a first-come, first-served basis. Waiting lists are not maintained from year to year: students on the waiting list who are not offered admission and wish to be considered for admission the following year must submit a new application.

Enrollment timeline and procedures.

The School may establish its own enrollment timeline and procedures subject to the following conditions:

- i. Prior to submitting an application for admission parents and students shall be encouraged to attend an informational meeting about the School.
- ii. The School shall make clear at meetings and in written information provided along with the application that any student residing in Colorado may apply, although admission is based on the preferences listed above.
- iii. The School shall begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.
- iv. The lottery shall be held no earlier than mm/dd and no later than mm/dd of the year for which enrollment is being selected.
- v. Based on space availability, the School shall continue to accept students from its waiting list or, if the waiting list is exhausted, from parents submitting applications after the deadline for the lottery up until October 1. The School may accept students after October 1 at its discretion following the District's administrative transfer process.

Attachment 9: Service Agreements

Description of Buyback Services to Charter Schools As of February 2014

The following are descriptions of possible services the charter may purchase from the District. Due to District staffing issues related to some of the buyback services not all services may be available for a charter to purchase at any given time. Also, some services are required to be purchased from the District due to State statutes or requirements determined by the Colorado Department of Education (CDE). For example, CDE only allows data (student count, suspensions, end of year report, etc.) to be transmitted by the District and not the charter school. Questions about the buyback services should be directed to Mark Capps, 719-520-2060.

Capital Reserve Charge - This charge is based on the amount the District allocates to its own Capital Reserve Fund. It is only charged to the School as a result of its use of a District facility.

Building Maintenance - The building maintenance service includes annual inspections and corrective work as needed of mechanical systems (heating, ventilators, safety valves, belts, etc.), electrical, plumbing, structural, roofing, interior and exterior finishes, pest control, annual fire extinguisher inspection/maintenance, and hazardous material management. These services are currently provided to Charter Schools housed in District facilities.

Grounds Maintenance - This includes general landscape maintenance, small engine maintenance and snow removal. The District will provide annual inspection and corrective work as needed of grounds, asphalt pavements, playgrounds, fall surfaces, playground equipment, trees and shrubs, turf and non-turf areas, and sprinkler irrigation systems. In addition, the District will secure sprinkler systems for winter and reactivate in the spring and perform maintenance/repair and replacement of small gas engine equipment (mowers, blowers, etc.), if initially provided by the District. Snow removal includes parking lots, paved playgrounds and street-side perimeter sidewalks as required and sanding of parking lot and entrance drive as needed. These services are currently only provided to Charter School housed in District facilities.

Basic Security Services –The service provided with this buyback includes 24 hours/7 days a week uniformed patrol response to calls for assistance in handling an unruly parent, unruly student, evacuation, school lock-down (all exterior doors are locked), shelter in place (exterior and interior doors are locked), determining if a criminal act has occurred, calling the Colorado Springs Police Department when required, etc. After the incident, a report detailing the investigation and a debriefing with the Charter School principal is provided. Also included is response from a security officer to handle threat assessments, a building security audit and consultation on materials provided for a school crisis plan and emergency plan.

Fire and Security Alarm Response – All District buildings have security intrusion alarm systems and a separate fire alarm system. The District’s alarm technicians maintain the security system and the District has a contract with a private firm to handle the fire alarms. This service is only provided to charter schools using District facilities that are connected to our alarm system. The service provided is 24 hours/7 days a week and includes a District uniformed patrol response to all fire and security alarms and provides routine building checks.

Cops In Schools – This service is provided to the District’s middle schools and high schools. The ----- Police Department pays one-half of the cost and the Charter School pays for the other half of providing a school resource officer (SRO). *At this time the police department has stated they cannot handle any more schools so this buyback service is not available to Charter Schools.*

Radio Maintenance and Communications – The charter school may purchase their own radios and communicate by using the District’s channel (the District maintains the FCC license) when they purchase this buyback. Included in this buyback service is a maintenance agreement the District has for radio repair and battery replacement. To ensure coverage of the maintenance agreement the Charter School is required to purchase the radios using the same vendor as the District.

Security Camera Maintenance – This service is only provided to Charter Schools using District facilities with cameras linked to the District’s system. The District has a maintenance agreement for cameras, monitors and digital recorders.

Crossing Guards – Crossing guards are required at certain intersections used by students walking to an elementary school. The City of Colorado Springs will evaluate and make the determination whether your elementary school requires a crossing guard at a specific intersection. The District’s Risk Department and the Security Office maintain the records of the intersection evaluations. The Security Office will inform the City of a new charter school location. If the City determines that an intersection should have a crossing guard the District will fingerprint, hire and pay the individual. The District annually reviews the intergovernmental agreement with the City, processes the crossing guard payroll forms and submits a bill to the City. The City will reimburse the District a portion of the crossing guard salary but does not reimburse for the PERA and Medicare expense. The reimbursement is factored in the cost of the crossing guard buyback. The crossing guard buyback is based on the number of student-teacher contact days at your charter school.

Security Officer – Due to the administration restructuring that eliminated a security coordinator position the Security Office is not staffed to properly train, supervise, and provide back-up support to cover the absences of another security officer. We advise charter schools looking for daily security service to contact an outside agency.

Detention Center Costs - The detention center costs are legally required to be paid. The cost for all school districts is based on the ‘catchment area’ in which the Charter School district is located. We are in the --th judicial district ‘catchment area,’ which includes El Paso County and Teller County. The cost per school district is each district’s proportional share of the costs based on their pupil count which includes charter schools. This added cost to District 11 is passed through to the charter schools.

Student Attendance, Discipline and Crime of Violence Hearing Services - The Charter School will receive attendance/truancy services, discipline/expulsion due process hearings, expelled student educational services, and crime of violence hearing services. In addition, training and materials will be provided to staff when they attend the in-service training at the beginning of each school year. Services are provided to answer questions throughout the Charter School year. There are many Colorado statutes that are required to be followed in the three areas of attendance, discipline and crime of violence notifications.

Attendance enforcement services will be followed through from the initial notice through completion of the case. All letters and forms required to be sent by certified mail or hand delivered to the appropriate court, student, parent/guardian, school principal, attorney or judge will be processed by the District 11 Attendance Office. The District will pay all attorney fees, courier charges, mailing charges (based on the Charter’s payment for attendance, discipline and expulsion-related buyback services). The Charter will assist in writing correspondence and maintaining records and may be asked by the District to provide staff to attend court hearings.

Disciplinary services include consultation on discipline issues, discipline due process hearings, and the provision of expelled student educational options (including payment for tutoring or homebound services, or payment to New Directions or another designated provider, as may be determined in the future).

Crime of violence hearings may be required when a student is involved in a crime of violence off school grounds. “Crimes of violence” include not only certain violent crimes, but also certain forms of unlawful sexual behavior. The

District Attorney is required to notify the Charter School and/or the District when a student commits a crime of violence. The School may expel the student based on the information received from the District Attorney and after the School has performed its own investigation and held a due process hearing. Because of the severity of the crimes at issue, the School may expel the student prior to the student being found guilty or not guilty by a court of law. The District will provide the investigation, pay the attorney, provide the required outside consultant, prepare and mail the required notification letters by certified mail and hold the crime of violence hearing.

Assessment and Data Management – There are various assessments and data gathering instruments used by the District including Alpine Achievement, NWEA MAP, and SchoolNet (EASy). Because each of these incurs per student fees, the District will determine a fee for each charter school student. When assessments are printed by the District, such as DIBELS booklets, the School will be charged a fee for the provision of these at a rate commensurate with the cost of production as part of a buyback service charge. As with the many other issues surrounding K-12 education, the District will provide more detailed information on the assessment requirements during the monthly charter school meetings. The following are the required tests that are purchased as buyback services:

- Measures of Academic Progress (MAP) (or its successor) – This required assessment test is given twice a year for students in grades K-10. The District provides the test, scoring and test results through the District’s contract with the NorthWest Evaluation Association (NWEA). The test is adaptive, requiring use of the School’s server and workstations. Training is offered around the use of the test and interpretation of the results.
- DIBELS - This required K-3 assessment. Though some scoring is managed with on-line interfaces (currently paid for by CDE) there are also booklets that must be copied to provide the full assessment system. (Should the State/CDE stop providing financial support for Amplify, the on-line component of DIBELS, the District will re-visit the cost management of this assessment with the School.)
- Any other assessment as required by law with associated costs will be negotiated at the time of its implementation.

Additionally, to manage the data associated with the above assessments, IEPs, READ plans, etc., the School will be charged a fee for Alpine data management and reporting services. Use of SchoolNet (EASy) is optional for charter schools and they will only be charged if they choose to use it. However, charter school student data will be housed in SchoolNet (EASy) in order to facilitate district-wide summary reporting.

Pupil Accounting and Student Records Services – This service is required due to statutory requirements of maintaining student records and the Colorado Department of Education’s (CDE) requirement that only a District transmit data to CDE, not each charter school. Transmitted data includes information for the pupil count, assessment labels, discipline, demographics, dropout and graduation rates, etc. As part of the pupil accounting buyback service the charter school will annually receive an updated pupil count procedure manual when they attend the pupil count in-service training prior to the October 1 student count. The District wants to ensure your school accurately includes all countable pupils and obtains the most funds for each qualified pupil. CDE performs an audit of the pupil count and if your school has an ineligible student the per pupil revenue funds will be taken away. Monthly meetings are held to discuss student enrollment, student withdrawal, attendance procedures and other student data issues. Enrollment and attendance manuals are also made available to the charters.

The District’s Records Management Center maintains the records of all students, including charter students, after the student has left the District by either dropping out, going to a different school district or by graduating. It is a statutory requirement that the District maintain the records of each student after they have left the District for three years, records of students that have received Special Education services for five years or age 21, and the permanent record card. Also provided is a handbook for schools on student records and public information. This handbook describes the requirements of student record keeping and the information that can be provided to the public. One-on-one training is

offered as needed. There is a statutory requirement that each year parents/guardians receive the form *Annual Notification of Parent's Rights*. This letter to parents/guardians is provided to your charter school at the beginning of each year for each student.

Special Education Partial Services (out-of-district placement) - The “special education partial services (out-of-district) placement buyback” is also an insurance-type buyback service. Out-of-district placement may only be needed occasionally, but when it is needed, a specialized team of individuals is required to make the determination that it is necessary for the student to be educated in a treatment facility, rather than in a public school setting. The District will work with Charter School staff, the parents, the student, the District’s internal team, and the District’s legal advisors in assisting the School in making the determination of placing a child in a facility. In addition to the per pupil funding that the facility will receive, there are also excess costs that must be paid to the facility. Both of these costs are established by the Colorado Department of Education and are legally required to be paid.

Health Screening –Charter schools can no longer purchase a full service special education buyback but can obtain the health screening service; there is a buyback charge for that service. The services provided for the health screening buyback consist of training your school’s volunteer chairman to coordinate the volunteers needed for the health screening process and providing District employees to administer the hearing test. After the volunteer chairman has been trained and your school has selected the volunteers, the health screening team (three District employees) will go to your school and work with the Charter School’s volunteers and train them on how to do vision screening and complete the student’s health form. Due to the sensitive equipment that is used for the hearing screening only District 11 employees are allowed to perform this service. For two days the three health screeners are at your school working with the volunteer chairman and the volunteers for the initial screening. The three health screeners return for another day to re-test all the students who failed the initial screening. At the end of the re-screening the Charter School nurse will send a letter to the parents informing them that their child may need to see a specialist.

Transportation – Regular and special education student transportation services are offered as a buyback service to charter schools that have specific boundaries as designated by the District. The only District charter school with a specified boundary is Roosevelt-Edison Elementary. Field trip services are not offered as a buyback since they are billed separately on a cost per trip basis.

Warehouse Delivery - When warehouse delivery services are available for purchase from the District, and your location opts to buyback those services, your location will receive delivery of warehouse items once a week between the hours of 7:00 a.m. and 1:00 p.m. The warehouse will notify you of your school's weekly delivery day. The warehouse driver will establish a staging area at your school where items are dropped off or return items can be picked up. The warehouse requisition form (electronic form #88450) along with the charter school's purchase order should be faxed (719-520-2901) to the warehouse three business days prior to the Charter School's scheduled delivery day. The charter school is not required to purchase this buyback to order items from the District's warehouse. The procedures required to order items from the warehouse are included in the Other District Services Billed Separately document. The warehouse is open from 6:30 a.m. to 3:30 p.m., Monday through Friday. Warehouse deliveries to the Charter Schools begin two weeks before the start of the District school year and end two weeks after the last day of school. The warehouse is closed for two weeks during winter break and five days for inventory during the last week of June. Charter Schools that do not opt for this service or cannot receive this service due to warehouse staffing restrictions, may still order materials from the warehouse and go to the warehouse to pick orders up directly.

Intra-district Pony Delivery – The District has courier service (“Pony”) to deliver mail to all of the Charter Schools multiple days per week, during the school year. This mail is initiated from within the District to schools and other locations. The courier service will pick-up your mail and bring it to the Production Printing building and drop off mail to your school from the administration building. The charter can choose to have deliveries from one day a week to three days a week.

Telecommunications T-1 Line – There is a monthly fee charged by our vendor for the use of a T-1 line which is an improvement over a modem connection the Charter School may have. The T-1 line provides a high-speed connection and prevents static interference that can temporarily disconnect service. There is a connection charge to set up the T-1 line and a disconnect charge if you change your location.

Substitute Call Services – This service allows the Charter School to have a substitute sent to their school in the event a teacher, clerical staff person, teacher's aide, etc., is absent. The charter employee must call in their absence to the District's automated phone system, which will call substitutes from an approved list of substitute employees. Each year the charter school will need to provide District's Human Resource Office with a current list of their employees eligible to have a substitute. Although the District provides the substitute employee for the charter school, the charter school is responsible for the salary paid to the substitute and will have to set them up in their payroll system.

Field Trip Insurance – If the charter school wishes to have field trip insurance they can contact the District's carrier to obtain their own policy. There are requirements to maintain field trip information/documentation to ensure coverage. Coverage is \$5,000 per injury, \$25 deductible, subject to change.

Volunteer Services and Volunteer Insurance – The volunteer services buyback includes a variety of services. For detailed information please go to the District's website and choose "Site Map" and then "Volunteer Services." The following is a summarization of the volunteer services you may receive.

- Recruitment of volunteers from the District's community-wide effort to encourage individuals to contribute to our students' educational experience,
- All District 11 volunteers must be registered as required by board policy and the District's volunteer insurance company. A volunteer management system is available to you for online registration of your volunteers. When a volunteer is registered they are covered up to \$5,000 in medical costs if they are injured while performing their volunteer tasks. The background check and fingerprinting costs of a volunteer working unsupervised with children is paid by the charter school,
- The District's Community Resource Bank is a database of more than 2,000 volunteers who serve as classroom enrichment speakers sharing their travel experience, career expertise, talent or hobby and are available at the teacher's request,
- The SideKicks project matches an individual student's request for an interview, a job shadow, a tour, or a six-week mentor program with an adult in a career field the student would like to explore,
- Community-school partnerships are developed from community organizations or businesses that choose to become an education partner with the District and we will match the needs of the Charter School with identified assistance from the Charter School partner,
- Service-Learning Colorado Springs is supported by a Learn and Serve grant in partnership with Colorado College. The Service-Learning Colorado Springs staff and Americorps VISTAS support classroom teachers who are engaging their students in service learning projects by providing professional development, community partnerships and classroom assistance,
- Translators are provided upon teacher request for parent/teacher conferences, IEP staffing, and other communications to our English language learner families.

Middle School Athletic Services – These services are available from the District athletics office. These services include payment to track officials, hiring and paying of game workers, administration of the middle school athletic program, sport chairman stipend, tournament fees, preparation of athletic fields, awards, and rule books.

Attachment 10: Annual Performance Review (APR)