

CHARTER SCHOOL NETWORK CONTRACT

between

**SCHOOL DISTRICT NO. 1 IN THE
CITY AND COUNTY OF DENVER
DENVER PUBLIC SCHOOLS**

and

**HIGHLINE ACADEMY
(A CHARTER SCHOOL NETWORK)**

JULY 2023

**DPS CHARTER SCHOOL NETWORK CONTRACT FOR
HIGHLINE ACADEMY**

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**DPS CHARTER SCHOOL NETWORK CONTRACT FOR
HIGHLINE ACADEMY**

This Contract, effective the 1st day of July, 2023 is made and entered into between School District No. 1 in the City and County of Denver and State of Colorado (the “District”) and HIGHLINE ACADEMY , a network of public charter schools organized as a non-profit corporation (the “Network” or “HIGHLINE ACADEMY ”), (collectively, the “Parties”).

1. ESTABLISHMENT OF HIGHLINE ACADEMY

As authorized by the Charter Schools Act, the District has authorized one or more Schools of the HIGHLINE ACADEMY , a Charter School pursuant to 22-30.5-103 and a Charter School Network pursuant to 22-30.5-104.7 (the “Network), and hereby establishes the terms and conditions for all Schools of the Network within the District in this Contract and in the attached school-specific attachments and accompanying resolutions which are hereby incorporated into this Contract. The District acknowledges that the Network is an entity that is governed by a single Board of Directors and that directly manages individual schools (“Network Schools” or “Schools”), certain of which have been separately approved and authorized by the District. School-specific terms and conditions are stated in the school-specific attachments (A-1 through A-2) to this Contract.

A failure to meet performance objectives for any one School or to adhere to the terms and conditions of this Contract or school-specific attachment will render either individual Schools or the Contract subject to revocation pursuant to the terms of this Contract and or the Charter School Act. The Network further acknowledges that this Contract is conditioned upon each Network School’s appropriate performance.

The District, as authorizer, is legally empowered to non-renew, revoke or otherwise take remedial action with respect to each or any School, and any combination of Schools, without being obligated to take action toward another School operated by the Network or the Network itself.

2. MISSION

Highline Academy exists to foster a diverse and equitable community of youth and adults striving together for academic, personal and civic excellence.

3. TERM OF CONTRACT

This Contract will be in effect as long as the Network is operating two or more Schools within the District pursuant to a resolution of the District Board approving the continued operation of more than one School. Should the HIGHLINE ACADEMY be reduced by Board action to only one School, this Contract shall be replaced with a Charter School Contract governing the sole remaining site. If at any point, the Network is no longer operating a School within the District, this Contract will automatically terminate.

Further, each school-specific attachment will be subject to renewal, non-renewal, or extension of its term at the end of the term identified in the District Board resolution authorizing that School. Either party may reopen negotiations and request revision of this Charter School Network Contract upon renewal of any School belonging to the network or upon the approval of a new school operating within the Network.

4. GENERAL

- A. School Charter Agreements Incorporated in Contract. The HIGHLINE ACADEMY is composed of a number of Schools, each authorized pursuant to a Board resolution, attached as Appendices to each school-specific attachment. Provisions of the school-specific attachments and Board resolutions are incorporated herein, provided this Contract will supersede and control over any conflicting or inconsistent language contained in the attachments or any attached appendices. References to “the Contract” set forth below shall include the Contract, school-specific attachments and any appendices.
- B. Merger. This Contract contains all terms, conditions, understandings, and agreements of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.
- C. Amendments. No amendment to this Contract will be valid unless ratified in writing by the District Board and the Network’s governing body and executed by authorized representatives of the Parties; except that the District Board delegates to the Superintendent or their designee the authority to ratify non- material amendments, such as amendments regarding a change in educational programming which is consistent with student performance standards, so long as the ratification is in writing and executed by the Superintendent or their authorized designee. Any changes to a board resolution are material amendments that require Board approval.
- D. Governing Law and Enforceability. This Contract will be governed and interpreted 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 Network is found contrary to law; such provision or application will have effect only to the extent permitted by law. 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, and to negotiate in good faith to adopt any necessary or appropriate replacement provision.
- E. 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.
- F. No Third Party Beneficiary. This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.
- G. 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.

- H. Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

5. CORPORATE STATUS

The Network is organized as a Colorado public entity and a non-profit corporation subject to the following terms and conditions:

- A. Compliance with Contract. The Network will be bound by and operated in a manner consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law.
- B. Corporate Purpose. The purpose of the Network as set forth in its articles will be limited to the operation of public schools pursuant to the Colorado Charter Schools Act, C.R.S. §§ 22-30.5-101, *et seq.*
- C. Governance. The Network represents that it is and shall maintain its status as a non-profit corporation that holds the charter to operate and manage multiple public schools. The articles of incorporation and bylaws of the Network will provide for governance of the operation of the Network in a manner consistent with this Contract and state and federal law. The articles of incorporation and bylaws are attached to this Contract as Appendix D. Any modification of the articles of incorporation or the bylaws or changes in the composition of the Network's governing body must be submitted to Authorizing & Accountability within ten business days of its ratification or adoption by the Network. Material changes to bylaws or Articles of Incorporation are subject to approval by District staff.
- D. Non-Commingling and Accounting. The Network shall keep assets and funds, liabilities and financial records of the Network separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. All funds received hereunder shall be used solely for schools authorized by Denver Public Schools; tracking of this is the sole responsibility of the Network.

6. COMPLIANCE WITH LAWS, POLICIES, PROCEDURES, AND RULES

- A. In General. The Network will comply with all federal and state laws, local ordinances, and District policies, except to the extent the Network has obtained waivers from state law and District policies, in accordance with Section 6 in the school-specific addenda below.
- B. State Accountability. The Network agrees that it shall be deemed a public charter school subject to all applicable provisions of Colorado Revised Statutes, specifically including, but not limited to student assessment, student assessment administration,

data collection, reporting, grading, and remediation requirements. The Network Schools shall also be held to the accreditation requirements including those for which other schools are accountable and other accreditation requirements as may be appropriate for public schools.

- C. Program. The operation of a charter school shall be deemed to include, to the extent permitted under C.R.S. § 22-30.5-104(8), other educational programs that are research-based and proven to be effective.
- D. Compliance with Data Privacy Laws. School warrants that it will abide by all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities, relating to informational privacy and protection of students, families and others, as and when applicable, including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act, (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; (h) Americans with Disabilities Act, and Federal Export Administration Regulations; (i) the Individuals with Disabilities in Education Act; (j) the Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq., (k) C.R.S. 22-1-123; (l) the Licensed Personnel Performance Evaluation Act, especially at C.R.S. 22-9-109; (m) the Colorado Open Meetings Law, especially at C.R.S. 24-6-402(4)(f) and 24-6-402(4)(h); and (n) the Colorado Open Records Act, especially at, C.R.S. 24-72-204(2)(a)(VII), 24-72-204(3)(a)(II)(A), 24-72-204(3)(a)(VI), 24-72-204(3)(d), and 24-72-204(3)(e) and

7. INSURANCE AND LEGAL LIABILITIES

- A. Insurance. The Network will provide and maintain adequate insurance necessary for the operation of each School and the Network itself, including, but not limited to the Insurance outlined in Appendix C.
- B. Risk Management. The Network will promptly report to the District any and all pending or threatened claims or charges, and promptly provide the District's general counsel and the Risk Management department with all notices of claims, cooperate fully with the District in the defense of any claims asserted against the District, its board members, agents or employees arising from or related to the operation of the Network, and comply with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the District's and the Network's applicable insurance policies. If the Network obtains insurance through any policy held by the District, it shall comply with all risk management requirements of the District and its insurer.
- C. Limitation of Liabilities. In no event will the District, its Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of the Network, or its board members, officers, employees, or agents.
- D. Faith and/or Credit Contracts with Third Parties. The Network shall not have

authority to extend the faith and credit of the District to any third party and agrees that it will not attempt or purport to do so. The Network acknowledges and agrees that it has no authority to enter into a contract that would bind the District and agrees to include a statement to this effect in each contract or purchase order it enters into with third Parties. The Network acknowledges that the same provisions in law that apply to the District itself limit the Network's authority to contract.

- E. Indemnification. To the extent allowable by law, the Network agrees to indemnify, defend, and hold the District, its Board members, officers, employees, and agents harmless from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the Network's operation or the conduct of any of the Network's employees, agents, or representatives. The Network will reimburse the District for any award, judgment or fine against the District and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability. The District may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges, or proceedings. This provision will not be deemed a relinquishment or waiver of applicable immunities or other limitations of liability available to the Network, or the District under law, including in both cases the provisions of the Colorado Governmental Immunity Act, Part 10 of Title 24. This indemnification obligation will not be interpreted or applied to make the Network financially responsible for claims against the District made by third parties and based on conduct occurring at the school of District board members, officers, or employees operating within the scope of their responsibilities to the District. The obligations created under this section will survive the expiration or termination of this Agreement.
- F. Formal Notification of Legal Action. The Network shall provide written notice to the District in the event that the Network or any of its schools are named as a defendant in a threatened or current legal action. Such notice shall be given no later than fifteen business days after the date at which the legal action was filed or threatened.

8. FOOD SERVICES

- A. If requested to do so by the Network, the District will provide free and reduced price meals to qualifying students in a manner determined by the District and in accordance with District Administration policy and applicable federal and state law.

9. EDUCATIONAL PROGRAM

- A. Characteristics. The Network shall ensure its Schools implement and maintain the educational program described in the original School Application, or renewal application. If applications conflict, the most recent application will control. These characteristics are subject to modification with the District's written approval.
- B. Content Standards. The Network shall assure that each School's educational

program shall meet or exceed the Colorado Academic Standards aligned with the Common Core State Standards including changes prescribed by the State Department of Education.

- C. Curriculum. The Network shall implement at each School the curricula described in the school-specific attachments and/or any renewal application(s), supplemented with such other curricula which may be helpful to the School's academic progress to the extent that such curricula meets or exceeds Colorado Academic Standards aligned with the Common Core State Standards, including changes prescribed by the State Department of Education, and District policies that have not been waived.
- D. Graduation Requirements. The Network shall assure that each School's curriculum shall meet or exceed all of the graduation requirements of the District and the School's course offerings will be appropriately aligned with those requirements as applicable unless the School has an approved waiver from the DPS graduation requirements.
- E. Educational Services. If the Network or any School plans to contract with any outside corporation, agency or entity ("Service Provider") for the provision or implementation of all or a substantial portion of the educational programming at a School, the initial agreement reflecting such contracting, any renewal of such agreement, and any amendment making material changes to such agreement (the "Management Agreement") is subject to District approval prior to execution by the Network's governing board or President. In addition, the Management Agreement must provide that: (1) the District is a third-party beneficiary to the Management Agreement and (2) the District has the right to enforce and rely upon the obligations set forth in the Management Agreement. Such designation as a third-party beneficiary and right to enforce and rely upon obligation set forth in the Management Agreement shall be for the sole purpose of enforcing rights and obligations related to circumstances of school closure and termination of the Management Agreement.
 - a. The Management Agreement shall include a provision requiring the Network and Service Provider to provide written notice to the District of any intent to terminate the Management Agreement no later than December 1st of a given school year. In the event timely notice of termination is not provided to the District, the termination shall not be effective until the end of the school year that follows the school year in which the notice was provided. This provision shall supersede any other provision within the Management Agreement regarding termination effective date that may be in conflict with this provision.
 - b. In addition, the Management Agreement shall include a provision stating that in the event of closure of any of the Network's Schools, the Network and Service Provider shall both have the responsibility to continue to provide on reasonable terms, the educational services and programs as outlined in the Management Agreement during any phase-out period for any of the Network's School, even if the Service Provider has submitted an intent to terminate the Management Agreement.

- F. Staff Qualifications. Each teacher and all applicable staff shall meet the applicable qualification requirements for teachers under state and federal law, as amended from time to time, unless the Network has a waiver from these laws. The Network shall ensure that it submits data verifying the qualifications of all teachers and applicable staff to DPS by the date specified by DPS annually and subsequently for staff hired during the school year within four weeks of hire. Teachers who are not qualified pursuant to applicable state and federal law may not continue to be employed as classroom teacher and/or teacher of record in those classrooms where they are not qualified to teach and the Network shall assure that all students have appropriately qualified teachers of record at all times. The District reserves the right to take action to ensure this obligation is met, including the right to require the removal of a teacher.
- G. Staffing. Each approved School Application includes a staffing and leadership plan designed to provide the educational program. The District may initiate a Right to Review, pursuant to Section 9.V of this Contract if the Network is proposing or has undertaken changes to its staffing plan that the District reasonably believes are likely to have a substantial adverse effect on a School's ability to deliver the education program as approved. Furthermore, the Network agrees to notify the District of a change in Network or School leader at any of its Schools within 10 business days of such change.
- H. Staff Training. The Network agrees to provide all staff with the training necessary to be effective in their positions, including any training required by local, state, or federal law. The District can require School staff to attend District training related to the obligations laid out in this contract. The Network may provide adequate replacement training consistent with the District requirement.
- I. Assessment.
- a. The Network's Schools shall participate in all testing programs required by the State of Colorado, currently including, but not limited to, the Colorado Measures of Academic Success ("CMAS"), Colorado PSAT/SAT, READ Act aligned early literacy assessments, Universal Gifted Screening, and any applicable placement and assessment tests for Multilingual Learner (MLL) students, including but not limited to ACCESS and W-APT, as they exist now or may later be amended. The Network shall send representatives to attend all District required training sessions, maintain test security, and administer the tests consistent with all relevant state and District requirements, including District-developed testing ethics and administration procedure training to school staff. The Network and all its Schools shall follow professional and ethical standards. Violation of this provision of this Contract shall be deemed a material violation.
 - b. The Network shall comply at each School with the requirements of the Colorado Reading to Ensure Academic Development Act (READ Act), C.R.S. §§22-7-1201, *et seq.* including but not limited to:
 - Student promotion and retention criteria
 - Progress monitoring and interventions for struggling students

Parent communication

Assessment administration

- c. The Network shall be required to implement at each School interim assessments, described in the original application or application for renewal of the School submitted by the Network or as approved by the District. If applications conflict, the most recent application will control. The District may request interim assessment data as part of ongoing performance monitoring or other processes. The Network will supply this data within 15 days of a written request by the District for such information.
- J. Gifted and Talented Students. The Network will implement the District process for identifying gifted and talented students. Further, the Network will develop programming for identified students that is acceptable to the District and comply with state rules to create and maintain an Advanced Learning Plan (“ALP”) for each student who is identified as gifted and talented. Finally, the Network will identify an employee or agent who will be responsible for the following: overseeing implementation of the identification process (including universal assessments), drafting ALPs, and ensuring that GT services are being provided in the classrooms.
- K. Discipline. The Network shall ensure that its discipline policy as implemented at each School for all students is in compliance with Section 22-32-109.1 and 22-33-105, 22-33-106, 22-33-106.1 and 22-33-106.3 of the Colorado Revised Statutes and District Administration Policy JK and Regulation JK-R, each as revised from time to time, to ensure equity across all students. The Network may waive JK and JK-R for the limited purpose of creating its own in-school and out-of-school suspension procedures at a School; however, in that case, the Network must submit a copy of its in-school and out-of-school suspension procedures to DPS Authorizing & Accountability. The replacement policy is subject to District approval.

10. OBJECTIVES/PUPIL PERFORMANCE STANDARDS AND EVALUATION

- A. Organizational Performance Objectives. The Network shall adhere to the following organizational performance objectives, which shall be measured annually.
 - a. The Network shall adhere to C.R.S. §§22-44-301, et seq. and 22-45-101, et seq.
 - b. The Network’s expenditures, interfund transfers, and reserves shall not be in excess of available revenues and beginning fund balances;
 - c. The Network shall maintain a reserve that meets the statutory requirements under the provisions of Article X, § 20(5) the Colorado constitution (TABOR); C.R.S. §22-44-105 (1) (c.5).
 - d. The Network shall provide the District with a copy of a lease or purchase agreement providing evidence that the Network has secured an acceptable facility in which to operate the Network and each School no later than 150 days prior to the opening of the School (unless the parties mutually agree to a different date). If the Network is leasing facilities for a School, the Network shall ensure that a lease is in place no later than 150 days prior to

the start of subsequent school years. If a new lease is secured or the terms of the lease change, the Network shall provide the District with a new copy of the lease no later than 150 days prior to the start of school. Each School's facilities are subject to all additional requirements outlined in Section 15 of this Contract.

- B. Academic Performance Objectives. Network shall adhere at each School to the following academic performance objectives, which shall be measured annually.
- a. School Performance Framework (SPF). Each School shall annually receive a "Performance" rating on the Colorado School Performance Framework or make adequate progress towards this objective. Each School, as identified by a CDE supplied school number will receive a separate official SPF rating and no subdivision of the School shall receive a public rating. No later than five (5) business days following the receipt of the information, the District shall provide to the Network the data used by the Colorado Department of Education ("Department") to conduct its analysis of each Network School's performance and the Department's initial recommendation considering the type of performance plan each Network School should be required to implement. The District shall annually develop written, governance-neutral criteria to consider appeals to plan assignments by June 30, or a mutually agreed upon date. The District will share a draft of the criteria with the Collaborative Council and consider any feedback prior to the final publication of criteria. Using this criteria, District staff shall give due consideration to any appeal made by the Network to the plan assignment, provided that the Network has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. District staff shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1. No later than five (5) business days following the receipt of the information, the District shall provide to the Network the final plan assignment determination that each Network School shall implement.
 - i. If the School Performance Framework is not available on a timeline to inform accountability processes, the District will meet with the Collaborative Council and consider any feedback prior to setting targets based on available data that are equally rigorous to the target of Meeting Expectations on the prior year's SPF.
 - ii. For the purposes of this Contract, the District and Network have mutually agreed to the performance benchmarks for each School that shall constitute adequate progress towards meeting SPF expectations, which are set out in the school-specific attachments.
- C. State and Federal Accountability. Each School shall meet all State accountability requirements of the Educational Accountability Act (C.R.S. §§ 22-11-101 *et seq.*), or subsequent provisions under ESSA. If the School enters Year Five on the State Watch, it will be subject to an Interim Review Process as described in section 10.I.
- D. Evaluation and Progress Monitoring. Each School shall be subject to review of its

operations, including related records, when the District, in its sole discretion, deems such review necessary. The Network agrees to cooperate with the District and submit any requested documentation.

- E. Renewal Review Process. Each School shall be subject to a rigorous, objective evaluation process in order to renew its school attachment approval. The Renewal Review Process shall occur in the final school year of the current term of the previous resolution of approval. Such process shall include multiple measures of progress towards the Performance Objectives as well as compliance with the other terms and requirements of this Contract. The Network shall be required to submit a renewal application for the School as part of such process, in form and substance acceptable to the District. The District shall only consider the final State SPF rating for the School. In addition, the Network may be required to participate in review meetings, discussions, and/or school visits conducted by the District. Schools rated as “Improvement,” “Priority Improvement,” “Turnaround,” or “Insufficient Data” on the Colorado School Performance Framework must meet the mutually agreed upon performance benchmarks in their entirety (if applicable), as determined by the District, and also demonstrate a capacity for ongoing school improvement in order to receive a contract renewal. If these benchmarks are not met, the determination of whether the school is making adequate progress will be determined through the renewal process. The District shall comply with C.R.S. § 22-30.5-110 and all other provisions of the Charter Schools Act regarding renewal, non-renewal, and revocation.
- F. Annual Progress Monitoring. The District shall regularly gather academic, operational and financial data in order to determine the School’s progress towards the Performance Objectives as well as to monitor general compliance with contract requirements and local, state and federal law.
- a. As part of Annual Progress Monitoring, the District may use evaluative tools such as the Financial Performance Framework to benchmark the performance of the School against other charter schools and Network schools and as an indicator of financial risk for any and all charter schools, single site or operating within a network model. The District reserves the right to develop and implement such tools. The Network shall have the right to review official reports and analysis prepared by the District related to each School as part of the Annual Progress Monitoring.
 - b. As part of Annual Progress Monitoring, the District will provide the Network with annual feedback on academic performance and organizational sustainability regarding each School, per the requirements of C.R.S. § 22-30.5-110 (1)(b).
- G. Interim Review Process. A School may be subject to an Interim Review Process in a year other than a year in which the School is to be renewed, at the sole discretion of the District. Similar to the Renewal Review Process, the Interim Review Process shall include multiple measures of progress towards the Performance Objectives as well as compliance with the other terms and requirements of this Contract. The Interim Review Process may require unique data submissions, meetings, discussions

and/or school visits conducted by the District.

- H. Family and Student Satisfaction. Each year, the Network shall administer at each School a survey to measure the satisfaction of its families and students. The School shall use, at a minimum, the Spring satisfaction survey developed and scored by the District. The Network may also administer its own satisfaction survey but this cannot be in lieu of the district survey.

11. ENROLLMENT

- A. Enrollment Policy. As required by the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3), the Network shall make enrollment decisions at each School in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that each School is open to any child who resides within the District. The Network will make a good faith effort to enroll and retain a population of students that are eligible for free or reduced lunch, English language learners, and special education programs that is reasonably representative of District averages for those populations, taking into consideration the demographics of public schools within a reasonable proximity to the Network (“representative populations”). The Parties acknowledge that the Network’s good faith effort to enroll and retain representative populations does not, in and of itself, ensure achievement of this outcome.
- B. Participation in DPS SchoolChoice. Each School will participate in the DPS SchoolChoice process. The SchoolChoice windows for Round 1 and Round 2 will be determined by the District and announced annually no later than October 15 of each year. Alternative Education Campuses (AEC) status, it shall follow the process and timelines set by the DPS Transitions team for student enrollment. As a part of SchoolChoice, the Network may utilize the waitlist process, following the district guidance provided to all schools.
- C. Enrollment Milestone. The HIGHLINE ACADEMY acknowledges that it is critical to the ongoing viability of the School that the School maintains enrollment aligned with the Planned Enrollment set in the most recent application. The following milestones are established regarding enrollment:
 - a. During the year preceding opening of the School:
 - i. By the end of SchoolChoice Round 1 during the spring prior to opening, the School shall have and maintain enrollment at 80% of its original application enrollment.
 - b. During all subsequent years of operation, by October Count, the School must meet 80% of its original application or renewal application enrollment. If applications conflict, the most recent application will control. In the event that the School does not achieve 80% of its Planned Enrollment for the following year by October Count, the School shall provide the District no later than ten business days after receipt of request with a budget that demonstrates, based on the District’s sole discretion, that the School can operate the approved educational program based on the enrollment at the

time of the budget submission. Additionally, the District may, at its discretion, request monthly financial statements to monitor the fiscal health of the School. The School may request a mid-contract amendment to the application enrollment, for approval at the District's discretion.

- D. Maximum Enrollment. The maximum number of students who may be enrolled in each Network School is set in the attachments below, unless the School and District mutually agree to increase this number. This maximum enrollment was determined pursuant to negotiations between the District and the Network for the School and is consistent with facilitating the academic success of students enrolled in the School and facilitating the School's ability to achieve the other objectives specified in this Contract. If the School wishes to enroll more than the maximum number of students listed above, the Network for the School must submit a written request to the District, in form and substance acceptable to the District, for review and approval. The District shall approve any reasonable requests as determined by the District at its sole discretion. This maximum enrollment should not exceed the capacity of the School facility. Each year, the School will be asked to affirm an annual maximum enrollment that will be used to determine mid-year enrollment and School Choice numbers.
- E. Grade Configuration. The approved grade configuration for each Network School is set in the attachments below. If the School wishes to add or drop grade(s) within the current grade segment (e.g., adding 9th grade to a 10-12 grade configuration or dropping 6-8 from a K-8 grade configuration), the Network's board shall submit a written request for approval outside the District's New Quality Schools process, in form and substance acceptable to the District for review and consideration as an amendment to this Contract pursuant to District processes. If the School wishes to expand to serve a new grade segment (e.g., elementary school, high school or middle school), the Network's board shall submit an application for approval through the District's New Quality Schools process, in form and substance acceptable to the District for review and consideration as a new contract to serve the new grade levels. This application shall include, but not be limited to, an educational program plan and staffing, financial forecasts, evidence demonstrating the need and enrollment viability for the new grade segment, and demonstrations of community engagement and demand.
- F. Enrollment Equity
- a. Enrollment Priority. The Network shall work with the School Choice office on an annual basis to set priorities for each of its schools. Annually, the Network shall comply with the following priorities as well as any priorities outlined in any Facility Usage Agreement:
 - i. Provide priority to Denver resident students. That is, if a School has more applicants than it has space, preference shall be given to Denver resident students.
 - ii. If the School is in an Enrollment Zone, the School shall have a regional preference or boundary for students residing in that Zone, to the extent that such preference is in compliance with the rules

regarding start-up grants from CDE that the School or the Network receives.

- iii. Once a student has been admitted through an appropriate process, including students enrolled at the School prior to the approval of its school attachment, that School becomes that student's School of Record and that student may remain in attendance through subsequent grades, without regard to any priorities listed above.
- b. Student Movement After School Choice Round 1. To accommodate students physically moving into the District after School Choice Round 1, the Network agrees to reserve placeholder slots to provide equitable access for students arriving after SchoolChoice Round 1. Each school will reserve at least 5% of seat offers annually for students who arrive after the conclusion of SchoolChoice Round 1. If a school participates in an enrollment zone or occupies a District facility, the school will reserve placeholder slots at all grade levels at a quantity defined by the District based on regional or neighborhood trends and at a level consistent to access provided by other area schools. For schools reserving seat offers above 5%, these quantities will be determined annually, no later than March 1, through a transparent, data-driven process with the District-Charter Collaborative Council, which will make a recommendation to the Superintendent. The District will be responsible for filling placeholder seats. As an outcome to the lottery, placeholder slots may end up on the accepted student list or on the waitlist. Between the last day of SchoolChoice Round 1 and the last weekday in August, any student who moves into the District shall have the right to request one of the placeholder slots. The Network shall hold placeholder slots until the last weekday in the month of August, at which time it can draw students off its waitlist to fill any remaining slots so that its Schools can reach their targets for enrollment by October Count Date.
- c. Student Movement After October Count Date. Pursuant to Colorado state law, students who enroll in a School shall have the right to remain enrolled in that School through the end of the school year, absent expulsion, graduation, court ordered placement, or IEP placement. After the October Count Date, any movement of students between any of the Schools and any District school (including the school serving the student's resident address that is not operated pursuant to a charter school contract) is subject to an agreement between the Network and the Superintendent or their designee (the "Administrative Transfer Process"). Each School's enrollment will be counted on or before the October Count Date of each year, by a process implemented by the District. The school's waitlist cancels on the last weekday in the month of September and should a student withdraw from or otherwise depart from a Network School after the October Count Date resulting in a School's enrollment dropping below the funded student count, then the School will be required to make the vacated enrollment slot available to a student moving into the District. The School shall accept

- students into vacated seats at all grade levels.
- d. Enrolling New Students Moving into the Community. Schools operating in District facilities and/or serving neighborhood boundaries/ enrollment zones shall enroll new students that move into the region surrounding the school after the October Count Date, at all grade levels and at a level consistent with access provided by other schools serving the neighborhood boundary/enrollment zone, even if current enrollment at the School is at or above the level at which the school was funded. The District will not enroll additional students in the School if enrollment exceeds 105% of the funded pupil count used to calculate the disbursements pursuant to Section 18.A.g below. In addition, the District will not enroll students above the limits of building capacity. The District-Charter Collaborative Council shall review systems and processes regarding equity of access among these students through a transparent, data-based process every third year, using two years of available data, and make a recommendation for any revisions to the Superintendent. The agreement to take new students once the school year has commenced will have no bearing or impact on the lottery for open seats that occurs prior to the start of the school year.
 - e. Geographic Obligation. Schools in District facilities agree to serve a geographic obligation (neighborhood boundary or enrollment zone) if asked to do so by the District. Schools participating in neighborhood boundaries or enrollment zones will operate in a manner consistent with other schools in the zone or boundary and using a shared set of criteria and expectations. The District will make every effort to provide 12 months' notice to charter schools in District facilities regarding new or changing geographic obligations. Exceptions may exist in situations such as school closures where a shorter timeline may be necessary in order to provide options for impacted families; in such cases, the District shall notify charter schools in District facilities within 30 days of the decision necessitating a new or changing geographic obligation. The District-Charter Collaborative Council will review criteria and expectations for enrollment zone service every third year, using two years of available data, and make a recommendation for any revisions to the Superintendent.
 - f. Administrative Transfers. The Network agrees to use the standard District administrative transfer process. The school shall consider administrative transfer requests for vacated seats at all grade levels, in accordance with policy JC-R.

12. MULTILINGUAL LEARNERS

- A. Multilingual Learners. The Network shall ensure each School shall implement a program for Multilingual Learner (MLL) students that uses efficient and effective techniques to provide MLL students with the English language skills they need to meaningfully and equally participate in each School's mainstream English language

instructional program.

To satisfy the three-pronged test set forth in *Castaneda v. Pickard* (1981), the Network must ensure each School meets the needs of MLL students in several critical areas, as follows:

- a. Each School shall follow the District's procedures for identifying, assessing, monitoring and exiting MLL students, consistent with state and federal law.
- b. The Network is required to provide and demonstrate at each School evidence of an English language development block for all MLL students that uses research-based curriculum and resources specifically selected by the School for MLL students.
- c. The Network shall provide at each School Transitional Native Language Instruction (TNLI); or an equivalent in native language supports if it is serving a significant number of MLL students; or provide a program based on an educational theory recognized as sound by experts in the field or that is considered by experts as a legitimate experimental strategy with the resources and personnel to implement this theory effectively. Note: if the Network wants to make changes to programming at a school that impacts the Native Language Instruction requirements outlined in the school's DPS MLL Programming MOU, the Network must submit a formal request to DPS for review and approval by District staff. If the proposed changes would alter the approval resolution or the charter contract, the changes must be approved by the Board of Education.
- d. The Network shall assess whether the program at each School is being implemented with fidelity and conduct ongoing evaluation and adjustment of programs to ensure language barriers are actually being overcome.
- e. The Network shall provide at each School English Language Acquisition (ELA) program services by ELA teachers who are fully ELA qualified.
- f. Each School shall identify a school administrator, or an administrator-designee, with ELA expertise to provide oversight and evaluate the effectiveness of ELA services provided by each School.

The District and Network will work collaboratively to ensure that the ELA program of each School complies with state and federal law as well as any court order applicable to the District's ELL programs, including the Consent Decree adopted by the US District Court in the case of *Congress of Hispanic Educators v. DPS* (1:95-DV-02313), in a manner that preserves the essential nature of the unique educational program of each School. If the Network and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of English Language Learners, the District's position will control, provided the Network may pursue dispute resolution while implementing the District's interpretation.

13. STUDENTS WITH DISABILITIES

- A. Students with Disabilities. Notwithstanding anything in this Contract to the contrary and unless otherwise agreed to by the Superintendent or their designee and the Network, the education of students with disabilities as required by all applicable statutes, rules, regulations, orders and restrictions of the United States of America, the State of Colorado and municipalities thereof, and of any governmental department, commission, board, regulatory authority, bureau, agency and instrumentality of the foregoing, including, but not limited to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504), or the Americans with Disabilities Act (ADA) (collectively “Special Education Laws”) shall be provided as follows:
- a. The District’s Responsibilities. The District, as the Local Education Agency (LEA), is responsible for ensuring that the requirements of Special Education Laws are met in each of the Schools in the Network and the District will oversee and monitor compliance with Special Education Laws in the School. Accordingly, unless waived, the Network will comply with all District approved policies and procedures for the education of students with disabilities. District oversight of compliance with Special Education Laws includes, but is not limited to, the referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs and Section 504 plans for students with disabilities. If the Network chooses to employ its own special service providers, the Network will ensure that there is adequate staff at each School to meet the services identified for students with disabilities based on student-staff ratios. Furthermore, if the Network and the District disagree regarding an interpretation of Special Education Laws at any or all Schools in the Network, the District’s position will control, provided the Network may invoke the dispute resolution process as outlined in Section 24 of this Agreement while implementing the District’s interpretation. The District will provide training, consultation and advice to the Network and its Schools as needed with regard to Special Education Laws. The District agrees to work in good faith with the District-Charter Collaborative Council to address concerns raised regarding special education services and implementation.
 - b. The Network’s Responsibilities. The Network shall ensure each School complies with all Board policies, procedures and regulations, and the requirements of Special Education Laws (unless waived in accordance with the terms hereunder). Additionally, the Network shall ensure that each School will ensure that students with disabilities receive a free and appropriate public education (FAPE), including, but not limited to, providing services, accommodations, and modifications as necessary to students with disabilities. By way of illustration and not by way of limitation, such cooperation and assistance shall include making available reasonable times and places, 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 and Section 504 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.

- i. Staffing. The Network shall employ all necessary staffing, including, but not limited to, teachers, administrative and special services staff, direct service providers, related service providers, and paraprofessionals (SPED Providers) (except as provided herein) necessary to provide specialized instruction to its students with mild/moderate disabilities. Such SPED Providers shall be properly trained, licensed and endorsed to provide the special education services for which they are employed and such SPED Providers shall have such other training and qualifications as the District may in its discretion prescribe. The number of SPED Providers employed to provide specialized instruction to mild/moderate students of the School shall be determined in accordance with generally applicable Special Education Laws. The District reserves its right, upon written notice to the individual School or Network, to require the School to assign a different teacher to provide specialized instruction to mild/moderate students if the District determines that the teacher employed by the School in that capacity is not properly qualified or is not delivering special education services in accordance with Special Education Laws.

- B. Provision of Services for Mild/Moderate Needs Students: The Network shall provide a FAPE to students with mild or moderate needs in accordance with the student's IEP or 504 plan. The provision of FAPE will include providing a full continuum of services to identified mild or moderate students in the Least Restrictive Environment (LRE).
- C. Provision of Services for Students with Severe Special Needs: If asked by the District, the Network shall work with the District to develop a plan and program to host a center-based program to serve students with severe special needs, as outlined herein, at any School deemed appropriate by both parties. The District shall notify the Network at least 12 months prior to the intended opening of the center-based program at a given School. The District and Network shall work jointly to determine if the School is an appropriate host for one or more programs to serve students with severe special needs. In the event the District and the Network agree to place a center-based program for students with severe special needs at the School, the Network and the District agree to address all issues related to the operation of the center-based program, including, but not limited to the anticipated nature and characteristics of the severe needs program or programs to be maintained by the School and Network, the role of the Network and District personnel in the delivery of services to such students, the expected content of communications to parents or

the public regarding such services or program, responsibility for student transportation, and the financial arrangements to support such services or programming.

- a. Funding for students in a center-based program. For each School that serves students with severe special needs through a center-based program, the Network shall receive funding and support from the District in accordance with Special Education Laws, including, but not limited to, the following: the standard per pupil revenue per the formulas in place for that school year; salaries of staff, equal to the average salaries of the District staff working in comparable programs; and direct initial funding to the program that is equitable with levels of funding provided to comparable District programs serving comparable students. The District will continue to provide special education funding to charter schools in the same manner as such funding is provided to district-managed schools under shared conditions with District schools, as required by federal law, and, specifically, to do so with Year Zero funding and shared conditions. The District agrees to make available upon request timely information regarding the cost of services being provided to students with severe special needs by program types and schools. The Network agrees that such funding shall be used exclusively for support of such severe special needs students.
- b. Program Design & Staffing for a center-based program. The District and the Network shall engage in a collaborative process to outline the program design. Parties will mutually agree to the timeline for implementation as well as the program materials and approaches to be utilized. The design, staffing and structure of the program must be in compliance with applicable Special Education Laws. For any disagreements between the Network and District which may impact compliance with Special Education Laws, the District's decision shall control. Staff members working in the center-based program shall be employees or agents of the Network, not of the District. As such, the Network shall ensure that all staff members meet the licensure standards applicable throughout the District and actively participate in the necessary training to maintain their skills and licensure (including, but not limited to, NCI training and training regarding compliance with District Policy JKA and Regulation JKA-R); and implement and provide special education services in accordance with the terms and conditions of each student's IEP.
- c. Student Enrollment, Placement and Transfer in center-based programs. The District shall locate students with disabilities in the School's severe needs program. Although the District retains final decision-making authority, it will work collaboratively with the School to ensure that the School has the structures in place to adequately serve students placed in the center-based program. All such decisions shall be made in consultation with the leadership of the School, the student's parents, the student (as appropriate) and shall be consistent with the enrollment, placement, transfer and removal processes as established by the District. After consultation, if the District

determines that a center-based program is the appropriate location for a student with a disability, that student shall be enrolled in the program as soon as reasonably possible. The District shall establish the criteria and expectations for enrollment, placement, transfer and removal processes and shall consult with the District-Charter Collaborative Council in development of those processes. The District-Charter Collaborative Council will review criteria and expectations every third year, using two years of available data, and make a recommendation for any revisions to the Superintendent.

D. Admission Process/Procedure. To ensure that the needs of students with disabilities are met, the Network shall do the following:

- a. The School will not request information about a prospective student's disability, including whether or not the student has an IEP or Section 504 plan ("Special Education Records"), prior to accepting the student through the School Choice process and finalizing enrollment in the District Student Information System.
- b. Within three (3) business days after the student's enrollment is finalized within the District Student Information System, the Network will request the student's Special Education Records from the District, or from the student's most recent district of attendance. Notwithstanding the foregoing, if the student's enrollment becomes finalized within Infinite Campus during the School's summer vacation, the Network will request the student's Special Education Records from the District or from the student's most recent district of attendance by August 15.
- c. Within three (3) business days following receipt of the student's Special Education Records, the materials will be provided to the appropriate School and program personnel for review which shall include the District central office special education staff supporting charter schools.
- d. School decisions about the admission of a student will be made without inquiry, consideration, or use of information related to a student's IEP, Section 504 plan, or disability status. Consistent with the Rules for the Administration of the Exceptional Children's Educational Act ("ECEA"), after a student has been admitted, the student's IEP or Section 504 process may inform decisions about enrollment in the following manner: If the student is currently receiving mild/moderate services through an IEP, or is currently served through a Section 504 Plan, the School will implement the IEP or Section 504 plan of the student, except in rare circumstances otherwise directed by District central office special education staff as necessary to provide the student with a FAPE. If, as determined by the Student's IEP team, the student cannot receive an appropriate placement in the parents' school of choice because the student requires placement in a center-based program, enrollment of the student will be in accordance with Section 12.C.c. If the school believes there are physical barriers to the student's access to the School, the School Principal or designee shall notify the Director of Special Education or Section 504 Compliance Officer within

- (3) days, pursuant to Section 26 of this Agreement, that it believes the School can't meet the student's needs based upon physical barriers to the student's access to the School and the District (or the student's IEP team, where required by ECEA) shall make the final determination regarding whether there are physical barriers to the student's access to the School which prevent the School from meeting the student's needs as outlined in the student's IEP or 504 Plan.
- i. After a nonresident student has been admitted to the School as outlined above (i.e., without inquiry, consideration, or use of information related to a student's IEP, Section 504 plan, or disability status), unless state or federal law otherwise prohibit doing so, schools shall determine that the acceptance of nonresident students will be provisional pending District review if the student's IEP requires any of the following three factors: services outside of the general education classroom 60% or more of the time; placement in a setting other than a traditional school building (e.g., separate school, hospital/homebound, residential facility); or the student's IEP requires a service that the school could not provide without hiring additional staff. The purpose of the District review will be to ensure that programming required by the student has capacity (space and/or adequate staffing) to implement the student's required services. Schools shall inform out-of-district families in writing of this provisional enrollment.
 - ii. Schools may keep students enrolled currently in a school's center-based or other limited special education program but who move outside the boundaries of the District for the remainder of the school year. However, the school must inform families who move outside of the District's boundaries that they may be required to return to their district of residence pending a determination of program capacity within the District, so that families can appropriately coordinate with their district of residence. Students will only be disenrolled at the end of the school year if the student's particular program lacks capacity for nonresident students.
 - iii. Schools that accept an out-of-district student must serve that student for the full academic year without a request for change of special education placement to another school, center, facility, or limited program unless there is adequate documentation collected and maintained by the School to support such a change in placement. All decisions about placement are ultimately the responsibility of the student's IEP or Section 504 team.
 - iv. All enrollment of out-of-district students must comply with the District's choice policy JC and JC-R.
- e. 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. The School shall follow the District's procedures regarding transfer students and shall provide special education services to the student as required by the District's policies until the IEP and/or 504 Team meeting is held.

- E. Responsibility to Defend. The District will handle, at its cost, administrative and court proceedings and provide for the defense and payment of any claims, awards, or damages, including attorneys' fees, resulting from any alleged violation of any applicable law or regulation pertaining to the provision of FAPE for students with disabilities who are enrolled in any School in the Network, provided the Network gives its full cooperation to and follows the advice and instructions of the District in special education and 504-related matters (both before and after any formal/informal complaint), and is in compliance with the terms of this Contract.
- F. Third-Party Providers and Consultants. Because the District remains responsible for special education services in the School under federal law, the Network shall not engage the services of any third-party to provide special education and/or related services (even voluntarily or if requested by parent to allow services be provided by their third party provider), without first obtaining the written approval of the District, which approval the District may withhold in its sole discretion. In the event that the Network believes that an arrangement for a third-party to provide special education and related services is needed, the Network shall make a written request for the same to the District, setting forth the reasons for such request. The District will initiate discussions with the Network administration as needed, and will make a decision regarding the requested third party-services on the same basis as such decisions are made in and for other District schools. The District retains final authority to make all decisions regarding third-party providers and consultants pursuant to this paragraph, provided that the District will respond to requests by the Network to retain a third-party provider promptly and District approval will not be unreasonably delayed or denied.
- G. Compliance with Charter Schools Act. The Parties acknowledge that they have negotiated alternative arrangements for the provision of federally required educational services, as permitted by C.R.S. § 22-30.5-112 (2)(a.8) or 22-30.5-112.1, if applicable, and that this Contract sets forth the agreed terms of those arrangements.
- H. Discipline of Students with Disabilities. The Network shall ensure that each School's discipline policy as implemented for students with disabilities is in compliance with Section 22-32-109.1, 22-33-105, 22-33-106, 22-33-106.1 and 22-33-106.3 of the Colorado Revised Statutes and the out-of-school suspension and expulsion procedures outlined in DPS Administration Policy JK and Regulation JK-R, each as revised from time to time, or if the network charter receives a waiver from Administration Policy JK and Regulation JK-R, as outlined in the network's replacement policy, to ensure equity across all students.

14. SCHOOL CALENDAR

- A. The Network shall adopt a school calendar for each of the Network Schools with an instructional program that meets the compulsory school attendance requirements of state law, financial guidelines, and state regulations. The fiscal year for the Network will be from July 1st to June 30th. Each year the Network will develop a calendar for each School and submit it to the District by April 15th.

14. TUITION

- A. The Network will not charge tuition for general education to students who reside in the District at any of its Schools, unless specifically permitted in state law.
- B. If the Network offers Early Childhood Education (ECE) three and four year old programming at any of its Schools through Denver Public Schools, students attending the ECE programming are required to pay tuition as set forth by the sliding scale fees applied to all ECE programs, as set forth by the District.
- C. Tuition for nonresident students may be charged in accordance with state law and such District policies and procedures as may be adopted from time to time.

16. FACILITIES AND LOCATIONS

- A. The District will help support the Network's facility needs by providing for the following:
 - a. Inclusion in District General Obligation Bond Elections. Pursuant to C. R. S. § 22-30.5-404, the District shall appoint a representative of charter schools to the school district's long range planning committee and any committee established by the school district to assess and prioritize the district's capital construction needs and shall notify charter schools of the appointed representative and the committee's meeting schedule. The District shall invite the Network on behalf of itself and each School to a discussion regarding the possible submission of a Bond no later than June 1 of the applicable election year. The Network shall have the opportunity to be considered for and included in any District General Obligation Bond Elections for charter capital construction needs, in accordance with the requirements set forth in C.R.S. § 22-30.5-404. Capital construction projects shall be consistent with the purposes set forth in C.R.S. §§22-42-102(2)(a) to (2)(a)(V). Determination of whether to include part or all of the Network's request for itself and its Schools in the Bond Election is at the discretion of the District, subject to the requirements of C.R.S. § 22-30.5-404.
 - b. Provision for Independent Charter School Mill Levy. The Network shall have the opportunity to request that the District submit to the eligible electors of the District the question of whether to impose a mill levy for the purpose of financing capital construction for one or more Schools in accordance with C.R.S. § 22-30.5-405. Any election called for by a special charter school mill levy shall have the costs borne by the Network.

- Determination of whether to include the Network's request in a Mill Levy Election is at the discretion of the District, unless required by law.
- c. Facility Needs. The District shall cooperate with the Network in providing information available to the District regarding available facilities, District-owned land, furniture and equipment, if any, and will consider any request of the Network for the use of such resources by the Network and or its Schools. The District shall provide upon request an annual list of available district facilities and land pursuant to C.R.S. 22-30.5-104(7.5).
 - d. Access to District Facilities: The Network shall have the right to apply to the District for consideration for District facilities pursuant to the District's policies regarding facility allocation and co-location and the established District facility allocation and co-location processes. If a Network School is approved for placement in a District facility, the District shall make the space available without charging rent, and all other applicable services for operations and maintenance shall be made available at cost, according to the terms of the Facility Use Agreement. The Facility Use Agreement will outline mutual responsibilities of the Network, its School and the District that are necessary for the School to occupy a District owned facility. The term and duration of the Facility Use Agreement shall match the term and duration of the Charter Approval of the public school in that facility, subject to the terms and conditions of the Facility Use Agreement.
 - e. Notice of Bond Elections. The District Board shall keep the Network informed, on behalf of itself and each School, of any District Board meeting at which it considers a proposed District General Obligation Bond Elections for District capital construction needs, in accordance with the requirements set forth in CRS § 22-30.5-404, or a proposed mill levy for the purpose of financing capital construction in accordance with CRS § 22-30.5-405.
- B. Location. The location of each School shall be consistent with the School Application and acceptable to the District. A School may change its location only after obtaining written approval, and such approval shall not be unreasonably withheld, delayed or conditioned, from the District Board, subject to such terms and conditions as may be specified by the Board, the Superintendent or their designee. Any change in location of a School shall be consistent with the Application and acceptable to the District.
- C. Use of the Facility by a School. If a School operates in a District facility, the School's use of such facility shall be governed by a separate Facility Use Agreement to be negotiated by the parties.
- D. Certificate of Occupancy: If a School is located in a private facility, it shall have the obligation to provide the District with a Certificate of Occupancy (if changed from the previous year's submittal) no later than July 1 of each year, or a mutually agreed upon date.
- E. Inspections. The District will have access at all reasonable times to any facility owned, leased or utilized in any way by the Network as a School for purposes of inspection and review of such School's operation and to monitor compliance with

the terms of this Contract.

- F. Impracticability of Use. If use by the Network of a school 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 Network. However, if such an event occurs, the District shall use its best efforts to locate or provide an alternative facility for use by the Network. In the event the Network is prevented by law, public health emergency, or other disaster from making ordinary use of one or more school facilities it may engage in appropriate remote education temporarily while working to remedy the situation or determine when a declared emergency has ended or no longer requires that its facility not be occupied by students. The Network and District shall confer and collaborate in responding to such exigent circumstances. The District may require the Network to submit a written plan for any extended use of remote instruction, including how the Network will provide FAPE to all identified students with disabilities, and may require the Network to submit a written statement, with appropriate supporting documentation, if any, on when it will be possible to resume ordinary in-person instruction.
- G. All Gender Restroom Facility. If located in a private facility, the School shall make available at least one all-gender restroom facility. If this is not possible in the current facility, the School will submit a plan to District staff to ensure that all students have adequate access to facilities.

17. FINANCIAL COMPLIANCE

- A. The Network shall comply with all state financial and budget rules, regulations, and financial reporting requirements with which the District is required to comply, including but not limited to:
 - a. Audit. The Network shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB Standards performed by a Colorado certified public accountant each fiscal year that meets state requirements and is acceptable to CDE. A draft audit will be provided to the District in written form no later than September 15th of each year. Final audits are due within 10 business days of the Network receiving notice from the District that the audit may be finalized. The Network will pay for the audit. In addition, the Network shall transmit the final trial balance to the District using the CDE chart of accounts using the provided template by the last business day in September or as otherwise communicated in advance by the District. If the draft audit is not received by September 15th of each year, the Network will be issued a Notice of Concern and shall have five business days to cure before the Network will be in material breach of Contract. Each audit shall include combining schedules that identify assets, liabilities, fund balance, revenue and expenditures associated with each School, individually. Such schedules shall tie to the governmental funds balance sheet and income statement totals as presented

within the audited financial statements. If the network receives federal funds direct from any federal entity, the network must annually determine whether it is required to complete a single audit. Any single audit that is required must be paid for by the network and completed within the timeframe provided for the annual financial audit above.

- b. Interim Reports. The Network shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(1)(b). Such reports shall be submitted to the District no later than twenty (20) days or as otherwise agreed upon by both parties in writing following the end of each quarter except for the fourth quarter report which shall be submitted no later than thirty (30) days following the end of the fiscal year.
- c. Records. The Network agrees to maintain financial records in accordance with the appropriate governmental accounting method and to make such records available promptly to the District upon request.
- d. Financial Policies. The Network shall use and follow all policies applicable to charter schools in the Financial Policies and Procedures Handbook from CDE, chart of accounts, and appropriate use of account codes, including grant codes using templates provided by the District as mandated by CDE.
- e. Fund Compliance. In the event that the Network accepts state or federal funds (including PPR), the Network shall adhere to state and federal guidelines and regulations regarding the appropriate budgeting, expenditure, accounting and reporting for such funds. Any state or federal funds shall be reported by individual School.
- f. Transaction Records. The Network shall record all financial transactions in general, appropriations, and revenue and expenditures records. Appropriate entries from the adopted budgets shall be made in the records for the respective funds. Separate accounts shall be maintained for each of the funds.
- g. Fund Transfer. The Network shall not transfer funds from one fund to another without a charter school board resolution authorizing such action.
- h. Fund Repayment. The Network shall repay inter-fund loans within three months after the beginning of the following budget year.
- i. Reconciliation and Public Inspection. The Network shall assure that all financial records for the Network are maintained at the Network administrative office, are posted and reconciled at least monthly and are open for public inspection during reasonable business hours.
- j. Annual Budgets. For each individual School that the Network is operating, and for the Network as a whole, the governing board of the Network shall adopt an annual budget and a budget statement that describes the major objectives of the educational program and manner in which the budget proposes to fulfill such objectives. This budget must be for the financial reporting entity, which includes legally separate organizations for which the Network is financially accountable. On or before May 1st of each year, the Network will submit to the District a draft proposed budget for each School

and the Network for the upcoming fiscal year. The District will review and contact the Network if there are any areas of serious concern within two weeks of submission. On or before June 1st of each year, the Network will submit to the District each school's adopted budget for the upcoming fiscal year (July 1st to June 30th) that has been reviewed and approved by the Network's governing board. If the budget submitted by the Network does not comply with this Contract, and if the District and the Network are unable to agree upon modifications to each School's proposed budget, the District may approve the Network's budget for a school with modifications reasonably necessary to ensure that the budget provides sound fiscal management and supports the educational program. The Network is required to provide reconciliation between the beginning fund balance on a budgetary basis and on a modified accrual basis of accounting for each School. The reconciliation for each School shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be retained by the Network along with the financial audit and made available upon request. The Network shall not expend any moneys in excess of the amount appropriated by resolution for a particular fund, may not adopt a budget in which non-appropriated reserves are in excess of 15% of the annual budgeted appropriations, and shall not have a deficit in any of the individual School's or the overall Network's unassigned fund balances or proprietary fund unrestricted net position if applicable. If the Network adopts a budget that the District reasonably determines, at its sole discretion, makes unreasonable estimates of expected revenue and expenses, the Network shall be required to submit monthly financial information, including but not limited to statements of cash flow or documents verifying the collection of private revenue. The Network shall adopt a budget and an appropriation resolution for each School and the Network for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in accordance with C.R.S. § 22-44-105.

- k. Budget Expenditures. The Network shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with each School's budget and the Network itself.
- l. Allocation of Funds for At-Risk Pupils. The Network shall spend 75% of at-risk funds for direct instruction of at-risk pupils or staff development associated with teaching at-risk pupils as specified in C.R.S. § 22-54-105 (3)(a).
- m. School Finance Act. The Network shall comply with any other requirement imposed through the School Finance Act, from time to time, on charter school finances, budgeting, accounting and expenditures. The District shall provide annual notice and information regarding material changes to the School Finance Act and the parties will collaborate to assure that they each remain reasonably current on the impact of School Finance Act modifications on charter schools. The parties agree that the Network retains

- primary responsibility for compliance with the School Finance Act.
- n. Public School Financial Transparency Act. The Network shall comply with any requirements imposed through the Public School Financial Transparency Act, including but not limited to school-level reporting required by that Act.

18. DISTRICT FUNDING

A. Revenues.

- a. School Per Pupil Revenue Funding (PPR). In each fiscal year during the term of this Contract, the District shall provide 100% of all Network School's PPR to the Network minus the amount of all School's proportionate share of the central administrative overhead, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement less deduction for purchased services, less other deductions as provided herein and adjusted as provided herein. District per pupil revenues will have the meaning defined in C.R.S. § 22-30.5-112(2)(a.5) or C.R.S. § 22-30.5-112.1, whichever is applicable, and shall include, when required by law, supplemental kindergarten funding. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the Network will be reflected as an adjustment to subsequent payment from the District to the Network.
- b. Mill Levy Funds. The District shall pay to the Network its proportionate share of all Mill Levy Override Funds, and any future mill levy funds approved by voters, for which it is eligible in accordance with the District's plan as required by C.R.S. 22-32-108.5. The Network agrees to use such funds in accordance with Board approved guidelines and ballot measure language approved by voters.
- c. Categorical Aid.
 - i. Federal: Each year the District shall provide to the Network the proportionate share of applicable federal Every Student Succeeds Act (ESSA) funding (e.g. Title I, Title II, Title III, Title IV or Title V) received by the District for which all Schools are eligible. Schools are eligible for such funds upon approval of their plans for 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 Network provides the District with the required documentation for a School. In order to receive the full share of Federal funding, each School must fully participate in the ESSA requirements as receiving schools for students choosing to leave an underperforming school.
 - ii. State: By January 15th, or within 15 business days of receipt of the funds if after January 15th, the District shall provide to the Network all School's proportionate share of applicable State Categorical Aid,

which the District receives on behalf of the Schools in accordance with C.R.S. § 22-30.5-112(3)(a)(III). Schools are eligible to receive the funds so long as the school is in compliance with all state and district regulations. CDE allocates Amendment 23 capital construction funds to the District on a monthly basis. Within 15 business days of receipt of Amendment 23 capital construction funds, the District shall provide to the Network all School's proportionate share of the funding received by the District for which the Schools are eligible.

- d. Fund Distribution: The District shall distribute funds to the Network pursuant to C.R.S. § 22-30.5-112(3)(a)(IV).
- e. Participation in Other District Programs. No student may be jointly enrolled in a Network School and another District school or program without the written permission of the District and the Network. Such written permission shall include the manner in which the costs of the instruction shall be divided between the Network and the District. Payment by the Network to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter School Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached and the student is enrolled in one or more District programs, the District and the School may each count the pupil as a .5 FTE (not to exceed 1.0 FTE) for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements. If a student is included in the state-reported enrollment count at one location only, then the receiving location is to remit to the other location its share of the funding.
- f. District Services. Except as may be expressly provided in this Contract, as set forth in any subsequent written agreement between the Network and the District, or as may be required by law, the Network will 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 Network Schools shall be subject to all terms and conditions of this Contract, except as may be otherwise agreed in writing.
 - i. Special Education Services. The Network shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services, multiplied by the number of students enrolled in all Network Schools. The current per pupil amount is calculated as follows: Total General Fund Expenditures for providing special education supports, including center program funding, OT/PT, Speech Language, central special education supports, and other assessments, plus additional General Fund expenditures related to hiring of special education providers, federally required translations and/or interpretations, and

transportation. These gross expenditures are reduced by any applicable state revenue received, such as State ECEA, pre-K Special Ed PPR, and State Transportation. The net expenditures are divided by the District's funded pupil count to obtain the per pupil amount to apply to the Network. Charges to the Network may be withheld from the funding provided to the Network pursuant to Section 17.A.g below. The calculation shall be agreed upon by both parties and any changes to the calculation will be presented to the Network prior to the start of the fiscal year for implementation.

- ii. Network Option to Provide Certain Specialized Services. Subject to the provisions set forth in Section 12 above and its subsections, the District and the Network may enter into an agreement, subject to annual renewal, whereby the Network accepts the responsibility to provide certain specialized services directly to students for a given school year, rather than having the District provide these specialized services. Such services may include social work, nursing and psychology services to students. In all cases, the Network must comply with personnel licensure requirements as specified by the State of Colorado as well as any qualifications or credentials necessary to comply with the federal ESSA rules. The Network must follow a District-provided timeline to notify the District that the Network intends to provide such services directly. The Network must further supply proof of credentials and qualifications to the District, for any personnel engaged to provide such services, by a deadline set by the District.
- iii. Student Information Data Processing System. The District shall provide to the Network the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the Network and the District to fulfill District, state and federal reporting requirements. The Network shall use such system and shall adhere to all District directives, processes and timelines, with respect to such use. Accurate information will be provided by the Network according to District-provided timelines to ensure state and federal reporting deadlines are met including such documentation as is required to verify student enrollment. In addition, the data recorded in the student information system informs certain measures on the State SPF. The Network shall install and maintain such equipment as is necessary to use such system. The District shall provide access to the system and timely support for its use as part of its role to authorize and oversee the Network.
- iv. Direct Costs and Additional Costs. The Network and the District agree to negotiate payment to the District of the Network's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §§22-30.5-112(2)(a.9), (b.5) or 22-30.5-112.1, if

applicable, and Additional Costs as agreed upon by the Network and the District pursuant to C.R.S. § 22-30.5-112.1(5). Such negotiations shall be concluded by June 15th of the year preceding that to which the costs apply or at a mutually agreed upon time by the District and the Network.

- v. Other Purchased Services. The Network may request that the District negotiate for the direct purchase of District services not otherwise included in this Contract pursuant to C.R.S. §§22-30.5-112(2)(a.9) or 22-30.5-112.1, if applicable, (b). Such negotiations shall be concluded by June 1st of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.
 - vi. Unique Services. Funding shall be adjusted for any unique services provided by the District to a Network School pursuant to written agreement of the Parties. Such unique services may include those outlined in the Facilities Use Agreement, referenced in Section 15.A.d, which shall be applicable should the School occupy a District owned facility.
- g. Disbursement of PPR. The District will disburse PPR to the Network using a schedule agreed upon by both parties. The current schedule is as follows:
- i. On the first Friday following July 17th of each District fiscal year, twenty-five percent (25%) of the District funding provided for District Projected Enrollment, as defined and published by the district in mid-January of the previous year, shall be disbursed to the Network. The District will determine projected enrollment at its sole discretion, but the school shall have the opportunity to review and negotiate the District projected enrollment before the number is finalized. It is understood and agreed that this July installment will be remitted only upon the District receiving all of the following: the Network's approved budget as required by Section 16.A.j of this Contract; Certificate of Occupancy, if in a private facility (if changed from the previous year's submittal); proof of insurance as required in Appendix E; the Network's calendar; the Network's board member roster; Articles of Incorporation and Bylaws (if changed from the previous year's submittal); contact information; disclosure information using forms supplied by the District; replacement policies for District policies that have been waived by the District Board; and, in each year following the first year of operations, proof of previous year's pension and COP payments, and fire drill records. The Parties acknowledge that such conditions placed on receipt of funds are authorized under C.R.S § 22-30.5-105(2).
 - ii. Each month thereafter from October through June, the District will remit one month of funding on the first Friday following the 17th of the month. It is understood and agreed that the October installment

will be remitted only upon the District receiving the following: an emergency plan for the current year and, in each year after the first year of operation, a successfully completed annual audit conducted by an independent auditor using governmental auditing standards and GASB Standards accounting guidelines; the fiscal year-end trial balance; and information necessary for an annual review of the Network's academic, operational, and financial performance in a format agreed to by the District. If a successfully completed financial audit, as required in this paragraph, is not received by September 15th, the October payment, and all subsequent payments due under this Contract, shall be withheld until such time that the Network submits the required audit and trial balance.

- iii. Beginning with the January monthly payment, the funding will be adjusted to reflect the official pupil membership on October Count Date of that school year and Colorado Department of Education calculation of the District's per pupil funding payable under this Contract.
- iv. The remaining state funds adjusted to reflect the official pupil membership on October Count Date of that school year and Colorado Department of Education calculation of the District's per pupil funding payable under this Contract shall be disbursed following the schedule outlined in this section for the remaining months in the fiscal year after such changes are considered final and approved by the legislature if necessary.
- v. The parties acknowledge that the Charter Schools Act specifically requires the District to pay the Network monthly. The parties agree that they shall continue to operate on a modified payment schedule mutually agreed upon by both parties. The parties also acknowledge that this payment schedule may be modified in the future due to changes in rule or statute or due to requirements from CDE to comply with existing statute. The District agrees to seek input from the District-Charter Collaborative Council on any proposed changes and to notify the Network of any changes to the funding payment schedule by May 1st of the year preceding the change.

B. Adjustment to Funding. The District's disbursement of funds will be adjusted as follows: the monthly payments beginning in January and continuing through June may be revised based on the number of FTE pupils actually enrolled at all Network Schools as determined at the October Count Date 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 Contract. The monthly funding payments for the months of January through June may also be adjusted for any services provided by this Contract. Additional adjustments to funding may be made for any subsequent monthly payments remaining in the fiscal

year should CDE's calculation of the District's per pupil funding change (positive or negative.)

- C. Network Payments to the District. The Network shall remit its share of the District's COPS payment no later than the 30th of the month following the month of payroll reconciliation (e.g., payment for May is due no later than June 30th), or as otherwise agreed to by both parties in writing. The COPS rate will be determined annually by the District at annually established rates consistent for all District schools, including charter schools, and will be paid by the School. COPS are not deducted from employee pay. The annual COPS rate is calculated by taking the total COPS obligation divided by total covered payroll. Payroll detail and computations must be provided in an acceptable format at the District's request.

19. NON-APPROPRIATION OF FUNDS BY THE DISTRICT

- A. The Parties agree that the funding for the Network shall constitute a current expenditure of the District. The District's funding obligations under this Contract will be from year-to-year only and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund the Schools shall terminate upon non-appropriation of funds for that purpose by the District Board for any fiscal year, any provision of this Contract to the contrary notwithstanding.

20. NETWORK AND SCHOOL OPERATION

- A. Operation as a Network of Public Schools. The Network shall operate each of its Schools in all respects as a nonsectarian, nonreligious, non-home-based public school. The Network shall not be affiliated with any non-public sectarian school or religious organization.
- B. Open Meetings and Open Records Laws. The Network acknowledges that it and each of its Schools is subject to the provisions of the Colorado Open Meetings Law and Open Records Act, and agrees that it will comply with the provisions of such laws in connection with all of its activities. The District agrees that it will promptly provide the Network a copy of any Colorado Open Records Act ("CORA") or other open records request that requests information of the Network. The Network agrees to post notice of board meetings and agendas on the Network website at least one day prior to meetings. The Network agrees to post minutes of meetings at least one week after they are approved.
- C. Nondiscrimination. The Network shall not discriminate against any person on the basis of race, color, gender, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, marital status, pregnancy status, veteran status, disability, genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race,

including hair texture, hair type, and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps. To the extent the Network engages in or is alleged to have engaged in discriminatory practices, it expressly agrees to defend, hold harmless and indemnify the District, its board members, officers, employees, and agents from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding, pursuant to this Contract.

- D. Operational Powers. The Network will be responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract and under law, including the Charter Schools Act): 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 school purposes; 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. Any borrowing above five percent (5%) of the Network's budget will be subject to prior District approval.
- E. Authority of Governing Body. The Network's governing body shall have full authority and responsibility, including ultimate responsibility for the Network and each School's fiscal, legal and contractual compliance matters, as is appropriate to a Colorado charter school and Colorado nonprofit corporation and all authority and responsibility necessary or proper to exercise the powers granted by this Contract or by law. The Network's governing body shall have, understand, and meet the fiduciary duties imposed on such bodies by operation of law and shall, conversely, enjoy all individual immunities from liability provided by law including, without limitation, the immunities of the Colorado Governmental Immunity Act, Part 10 of Title 24, C.R.S. Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.
- F. Administrative Records. The Network will maintain all administrative records, including student academic and personnel records, required by law and District policies and procedures, to the extent no waivers apply. In particular, the Network shall maintain such student records as the District maintains through its student information applications and shall use the District's student information data processing system to maintain such records. In addition the Network agrees to maintain all official personnel records including background checks and official documents verifying the qualification requirements for teachers and other applicable personnel under state and federal law, subject to any waivers obtained by the Network. The Network agrees to make all administrative and student records promptly available to the District upon request.
- a. The Network shall comply with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- G. No Encumbrances. During the term of this Contract, the Network will not encumber

to any third party any of its assets purchased with public funds received as a result of operating within the District without the written permission of the District. The District shall approve any reasonable requests as determined by the District.

21. EMPLOYMENT MATTERS

- A. No Employee or Agency Relationship. Neither the Network nor its employees, agents or contractors are employees or agents of the District; and neither the District nor its employees, agents nor contractors are employees or agents of the Network. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Contract.
- B. Pension and Benefit Plan. Pursuant to C.R.S. § 22-30.5-111(3), employees working at the Network and Network Schools shall be members of the Public Employees Retirement Association (PERA). No later than the last workday of each month during the term of this Contract, the Network shall remit employer and employee contributions directly to PERA. Such contributions shall be subject to annual revision in accordance with the requirements of the Retirement Plan. PERA rules and regulations shall govern benefits for Network employees participating in PERA, as amended from time to time. The Network agrees to identify and inform the District and PERA of employees of the Network and changes in the identity of employees of the Network. The obligations stated above do not apply to any Network that previously waived out of PERA.
- C. District Teachers. Current teachers of the District who are selected for employment by the Network are eligible for a one-year leave of absence from their employment with the District and may be eligible for two additional one-year leaves of absence upon mutual agreement between the teacher and the District. The status of any teacher in the District employed by the Network will not be affected by such employment; however, the period of time a teacher is employed by the Network will not be considered for purposes of calculating District employment time, District salary, or probationary time, or for similar purposes. At the end of three consecutive one-year leaves of absence, the relationship between the teacher and the District will be determined by the District.
- D. Teacher Membership in Professional Organizations. Teachers employed by the Network have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of a teacher in or financial support for any organization shall not be required as a condition of employment with the Network.
- E. Background Checks. The Network agrees to obtain and retain copies of background checks for all employees, board members, and all agents who provide services to students and/or have access to student data, which must be procured through the submittal of fingerprints. The Network shall give notice to the District of any employee or agent it finds who has a prior conviction of a felony and of any

employee or agent who is convicted of a felony during the term of an employee's employment. The District may conduct background checks of Network employees or agents as it deems necessary for the health and safety of students. The Network may request that the District provide fingerprinting services to assist with conducting personnel background checks, as well as drug-screening services, should the Network desire such services. Such services would be provided to the Network at cost, per terms agreed to by the Network and District. The school will conduct background checks as required by State and federal laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and C.R.S. § 22-30.5-110.7.

- F. Mandated Reporter. The Network understands that all of its employees, board members, agents and contractors are mandatory reporters under Colorado state law, and that the Network shall be responsible for ensuring that the appropriate training is delivered. The Network shall attest to the completion of mandatory reporter training as a part of the Fall Governance Submission.

22. FAILURE TO MEET OBJECTIVES, BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

- A. Failure to Meet Objectives. If the District reasonably determines that there is a substantial likelihood that a School or the Network will (a) fail to meet or make adequate progress toward achievement of the goals, objectives, content standards, pupil performance standards, targets for the measures used to determine the levels of attainment of the Performance Objectives, applicable federal requirements, or other contract terms,, b) fail to meet generally accepted standards of fiscal management, c) fail to comply with District policies and/or any provision of law from which the charter school was not specifically exempted, d) commit a material violation of any of the conditions, standards, or procedures set forth in this contract, or e) fail to address concerns regarding the health and safety of students and staff at the School, the District may invoke the right to review and require remedial action. In that event, the District may issue a Notice of Concern and the Network shall address any recommended remedial actions by the deadline in the Notice, which shall not be less than one week.
 - a. As part of the Notice of Concern, the District may require that the Network or a School within the Network identify specific interim performance objectives to be set and that this Contract be amended to include these interim performance objectives. These objectives must be agreed upon by the Network and District and this right shall not supersede other rights provided around District action. If the Network disputes these requirements, the Network and District shall undergo the Dispute Resolution Process described in Section 24 of this Contract.
 - a. The Network acknowledges that each School achieving the Performance Objectives and complying with the material terms of this Contract is critical to meeting the needs of students in the District. The Network shall actively monitor the progress of each School towards achieving the Performance

Objectives and any benchmarks outlined in a Notice of Concern as applicable. If a School continues to fail to meet the Performance Objectives, the Network agrees that its Board will consider the option of relinquishing this Contract. Further, the Network acknowledges that a failure to meet the Performance Objectives is a material breach, as outlined in Section 21 of this Contract.

B. The grounds and procedures for termination of this Contract and dissolution of any or all Schools in the Network will be as follows:

- a. Termination by the District. This Contract, or the authority to operate any School may be terminated, after written notice to the Network, and this Contract or authority to operate any School may be revoked by the Board upon recommendation of the Superintendent. Any termination or revocation of a School or Schools shall take effect after the Network has had the opportunity to exhaust its appeals to the State Board of Education. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current semester, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. The District may terminate the Network's authority to operate any School without being obligated to take action toward another School operated by the Network. Authority of the Network to operate an individual School may be terminated for any of the following reasons particular to that School and this Contract may be terminated if one or more of the following reasons is part of a pattern or practice across or affecting multiple school sites and reasonably justifying such Network-wide action:
 - i. Any Network School materially violates any terms of the School Agreement and fails after a reasonable period of time to substantially cure the violation;
 - ii. Any Network School meets any of the grounds for revocation provided for under the Charter Schools Act as they exist now or may be amended (C.R.S. § 22-30.5-110(3)-(3.5));
 - iii. If the Network School is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for two consecutive years and the school fails to provide evidence acceptable to the District Board that the School is making sufficient improvement to attain a higher accreditation category within two school years or the school is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for a third consecutive school year;
 - iv. The Network School is designated for closure under Administration Policy ABA, School Performance Compact, unless that policy is rescinded by the District. All sections of the School Performance Compact apply to each Network School; or
 - v. The Network is bankrupt or insolvent or a Network School is not financially viable.

- b. Other Remedies. The District may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.
- c. Termination by the Network. Should the Network choose to terminate this Contract or close any School before the end of the contract term, it may do so in consultation with the District if the decision to terminate is announced before the close of the SchoolChoice Round 1 window for the subsequent school year, written notice will be provided to the District Board within forty-eight (48) hours of making the termination decision. The School will make a good faith effort to support the School's enrolled families in participating in the SchoolChoice window for the subsequent school year.
- d. Dissolution. Upon termination of this Contract for any reason by the District Board, upon expiration of the Contract, or if the Network should cease operations or otherwise dissolve, District staff will supervise and have authority to conduct the winding up of the business and other affairs of the Network, in collaboration with the Network; provided, however, that in doing so the District will not be responsible for and will not assume any liability incurred by the Network beyond funds allocated to it by the District under this Contract Network personnel and its governing body shall cooperate fully with the winding up of the affairs of the Network or a Network School in accordance with the District's school closure policies and protocols and all applicable laws.
- e. Disposition of a Network School's Assets upon Termination or Dissolution. Upon termination of this Contract for any reason or if the Network should cease operations or otherwise dissolve, then, at the sole discretion of the District, any assets owned by the Network, including tangible, intangible, and real property, remaining after paying the Network's debts and obligations and not requiring return or transfer to donors or grantors, will become the property of the District. Upon closure of any School, without closure of all Schools of the Network, the Network and District any assets that are associated with the school that were paid for with public funds, including tangible, intangible, and real property, will become the property of the District. However, the Parties shall meet and determine whether any of these assets should remain in whole or in part with the Network for use in another Network School or be returned in whole or in part to the District. In making such distributions, the Parties shall endeavor to distribute assets equitably, enable the continued functioning of Network Schools that are not closing, and act in the best interests of the district, community and students.

23. TRANSPORTATION

- A. Unless otherwise agreed to with the District, any transportation of students to Network Schools (other than special education students who require transportation as a related service or qualified students pursuant to the McKinney-Vento Homeless

Assistance Act) will be the sole responsibility of the Network, in accordance with the Application. Except to the extent set forth in the Application or as it is authorized hereafter in writing by the Board, the Network shall not impose a transportation fee.

- B. The Network, if the District agrees, may purchase transportation services from the District at cost. If the Network purchases transportation services from the District, then the Network and the District shall develop a transportation plan.
- C. If the School is located in a District owned facility and participates in a district designed enrollment boundary or enrollment zone, it will be required to provide transportation unless it receives an annual exemption in writing from the District Operations Division. The District will notify Schools of exemptions no later than May 1. The School may purchase DPS transportation services. The procedures and costs will be set in a separate service level agreement. As an alternative, the School may provide transportation independently or through a third-party provider, if it provides a transportation plan demonstrating that service levels meet the expectations set in Administration Policy EEA and Regulation EEA-R. The School's transportation plan will be approved at the District's discretion. If the school purchases DPS transportation the School must set bell times in accordance with District requirements.

24. PROVISION OF POLICIES TO THE DISTRICT

- A. Upon request, the Network will furnish to the District copies of all written policies and procedures it may adopt with respect to any matter relating to its operations and educational program.

25. DISPUTE RESOLUTION PROCESS

- A. All disputes arising out of the implementation of this Contract, including but not limited to disputes regarding interim performance objectives proposed as amendments to this Contract as the result of a Notice of Concern shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.
 - a. Informal Negotiation. If a dispute arises between the District and the Network or any of the Network Schools relating to the implementation of this Contract, authorized representatives of the District and the Network will meet at the request of either party to discuss a resolution to the dispute.
 - b. Formal Notification of Dispute. If the dispute is not resolved, and as soon as a party determines, in its judgment and discretion, that further informal negotiations will be futile or unduly delayed, 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. In any event, such notice shall be given no later than ninety (90) calendar days after the date at which a disputed action was taken and the complaining party knew, or in the exercise of reasonable diligence should have known, of the disputed action.

- c. 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.
- d. Procedure. The arbitrator will conduct a hearing limited to the issues raised in the notice required by Section 24.A.b 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 Network. After receipt of the arbitrator's recommendation, the Parties may meet to discuss a resolution to the dispute.
- e. District Board Action. If the Parties are unable to negotiate a resolution, the District Board shall in turn make a decision on the matter and release the arbitrator's recommendation. For purpose of this Contract, the release of such finding, pursuant to C.R.S. § 22-30.5-107.5(3)(b), shall mean the same date as the District Board releases its decision. The District Board's action on the recommendation shall be final and binding; subject only to such appeal as may be authorized by law.
- f. 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 District Board, including remedial authority for any breach of this Contract.
- g. 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.

26. WAIVERS

- A. Waivers of State Law. The Network is responsible for providing adequate replacement policy language demonstrating that it will meet the intent of the statute for each state statute from which each School is requesting a non-automatic waiver. All non-automatic waiver requests are subject to District and State approval. For automatic waivers, execution of this contract will confirm that all Schools of the Network enjoy all automatic waivers by operation of law and the Network attests that its practices will be aligned with the intent of the waived state statutes listed in

Appendix A. The Network is exempt from compliance with waived statutes and any procedures and rules implementing those statutes.

- B. Waivers of District Policies, Procedures, and Rules. The Network may submit to the District requests for waivers of District policies. The Network is responsible for providing adequate replacement policy language demonstrating that it will meet the intent of the District policy for each policy it seeks to waive, whether for all or particular Schools, other than those policies defined as “automatic waivers” by the District. District approval shall not be unreasonably withheld provided the Network has submitted adequate replacement policy language. The Network is exempt from compliance with waived policies and any procedures and rules implementing those policies. The Network has requested and obtained the District policy waivers listed in Appendix B. The School must follow all non-waived policies. Note: in the event a non-waived policy refers to “employees” that policy shall apply to all employees and independent contractors or particular employees of contractors who provide direct services to students or who have regular, but not incidental contact with students at least once a month providing services to students of the School.
- C. Compliance with Statutory Intent Through Substitute Policies. The Network and its Schools will comply with the intent of waived statutes, rules or policies, through maintenance of and compliance with substitute policies, rules or commitments made in connection with any waiver of state statutes, state board rules, and District policies.

26. NOTICE

Any notice required or permitted under this Contract will be in writing and will be effective upon personal delivery or three days after mailing when sent by certified mail, postage prepaid, addressed as follows:

To the District:

Denver Public Schools
Superintendent
1860 Lincoln Street
Denver, Colorado 80203

Copy To:

Denver Public Schools
Office of General Counsel
1860 Lincoln Street
Denver, Colorado 80203

Copy To:

FOR INSURANCE OR CLAIMS MATTERS
Denver Public Schools
Risk Management Department
780 Grant Street, Room 319

Denver, CO 80203

To the Network:
HIGHLINE ACADEMY
Attn: Chris Ferris


Copy To:
Joe Whitfield
12793 E Kentucky Avenue
Aurora, CO 80012

Copy To:
William Bethke
363 South Harlan St.
Lakewood, Colorado 80226

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective July 1, 2023.

SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER

ATTEST:

By: 
Joseph Whitfield (Apr 8, 2023 13:53 MDT)

President, Board of Education

By: Michelle Quattlebaum (Apr 17, 2023 11:23 MDT)

Secretary, Board of Education

HIGHLINE ACADEMY ATTEST:

By: Joseph Whitfield (Apr 17, 2023 11:26 MDT)

Chairperson/President
*/s/ First MI Last**

By: Christine Ferris (Apr 17, 2023 11:22 MDT)

School Official

*By entering his/her name into this document, the individual is certifying that he/she intends to sign the document and agrees to use electronic records for this transaction.

APPENDIX A - Requested State Statute Waivers

The Network hereby invokes waivers of the following sections of the Colorado Revised Statutes for each of its schools; replacement policies are available for review by contacting the Network.

Automatic State Waivers.

- 22-32-109 (1)(f), C.R.S. Local board duties concerning selection of personnel and pay
- 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks
- 22-32-110 (1)(h), C.R.S. Local board powers concerning employment termination of school personnel
- 22-32-110(1)(i), C.R.S. Local board duties-Reimburse employees for expenses
- 22-32-110(1)(j), C.R.S. Local board powers-Procure life, health, or accident insurance
- 22-32-110(1)(k), C.R.S. Local board powers-Policies relating the in-service training and official conduct
- 22-32-110(1)(ee), C.R.S. Local board powers-Employ teachers' aides and other non-certificated personnel
- 22-32-126, C.R.S. Employment and authority of principals
- 22-33-104(4), C.R.S. Compulsory school attendance-Attendance policies and excused absences
- 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries
- 22-1-112, C.R.S. School Year- National Holidays

Non-automatic Waivers.

The District and Network are requesting that the State Board recognize the waivers and replacement policies outlined in this Appendix apply to all Network Schools authorized by the District.

- C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System
- C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties
- C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar
- C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar
- C.R.S. § 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours
- C.R.S. § 22-63-201 Employment. Certificate required
- C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision
- C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract
- C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers
- C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding
- C.R.S. § 22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants

Statutory Citation and Title:

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties

Rationale: The school leader of Highline Academy must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a principal or administrator license, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school leader. Additionally, Highline Academy should not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(I) but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Replacement Plan: Highline Academy uses its own evaluation system as agreed to in the Charter School Agreement with Denver Public Schools and therefore should not be required to report their teacher evaluation data. Highline Academy’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Highline Academy’s evaluation system quality standards are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. All evaluators will receive training in their school’s evaluation system. All teachers will be evaluated annually and the evaluation data will be used to inform professional development and employment decisions for teachers. Core course level participation will continue to be reported pursuant

to C.R.S. 22-11-503.5, as this is a non-waivable statute. The school will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings, but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

Statutory Citation and Title:

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

Rationale: The responsibility to adopt an academic calendar will be delegated from the district board to the charter board. The charter board will adopt a calendar for the school that meets or exceeds the minimum number of days set in statute. Highline Academy will prescribe the actual details of its own school calendar to best meet the needs of its students and may have a calendar that will differ from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be set by Highline Academy's Board and the calendar will meet or exceed day and contact hour requirements set forth in state statute and state board rule.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public Schools or the school.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

Statutory Citation and Title:

C.R.S. 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours

Rationale: Highline Academy should have the ability to determine teacher-pupil contact hours, while not reducing the total contact hours to below the minimum required by state statute. Highline Academy will determine the actual details of teacher-pupil contact hours to best meet the needs of its students.

The local board will not set these policies, and the school may specify teacher-pupil contact hours that differ from other schools in the district.

Replacement Plan: Highline Academy will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar. The total number of teacher-pupil contact hours will meet or exceed the days and contact hours requirements as set forth in state statute and state board rule.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement.

Statutory Citation and Title:

C.R.S. § 22-63-201 Employment. Certificate required

Rationale:Highline Academy should be granted the authority to hire teachers and principals that will support the school’s goals and objectives. The school leader will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school’s chief executive officer. The school will seek to attract school leaders and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience.

Replacement Plan: All employees of Highline Academy will be employed on an at-will basis. The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Highline Academy. [All/specific groups of] teachers will at a minimum meet at least one of the following guidelines, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) holding at least a BA or higher and passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. The school will prioritize the hiring of in-field teachers as defined by the Colorado State Board. The school recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

Statutory Citation and Title:

C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision

C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers

Rationale: Highline Academy should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful at a traditional public school will be successful at Highline Academy. In addition, Highline Academy is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the Denver Public Schools should have the authority to transfer its teachers into the school or transfer teachers from Highline Academy to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: Highline Academy has employment agreements with the terms of nonrenewal and renewal set forth in the agreement, including payment of salaries upon termination of employment. Employment offers will be given in writing and will be on an at-will basis. Highline Academy will hire teachers on a best qualified basis. There is no provision for transfers. However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, parenting, or marital status, veteran status, disability, or genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race, including hair texture, hair type, and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs.

Statutory Citation and Title:

C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding

C.R.S. § 22-32-110(1)(y) Board of Education Accepting gifts, donations, grants
Rationale: In order to manage its own budget and finances, Highline Academy must be granted the authority to develop its own financial policies and practices.
Replacement Plan: The Highline Academy Board of Directors, rather than the District, will be responsible for determining whether or not to accept gifts, donations and grants for the school. No gift, donation, or grant shall be accepted by the school if subject to any condition contrary to law. Additionally, the Highline Academy Board of Directors, rather than the District, will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.
How the Impact of the Waivers Will be Evaluated: Since this area has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.
Expected Outcome: As a result of this waiver, the school will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.

APPENDIX B - Requested District Policy Waivers

The Network has requested and obtained Denver Public Schools Board of Education waivers of the following sections of the Denver Public Schools Policies and Procedures for Public Schools for each of its schools. Replacement policies are available for request by contacting the Network.

As a part of the policy governance model, the District Board maintains Governance Process, Board/Superintendent Relationship, Ends and Executive Limitations. These policies pertain to the District Board’s self-governance, interaction with and evaluation of the superintendent. Therefore, these policies do not apply to the governing board of the charter school.

Automatic District Policy Waivers

The following DPS policies do not apply to charter schools and are therefore automatic:

A Policies: Foundations and Basic Commitments

A	Policy Framework for Accelerating Gains in Academic Achievement for All Students
AC	Nondiscrimination and Equal Opportunity <i>(although the charter school’s policy is requested through Governance submission process)</i>
AC-R	Procedures for the Investigation of Public Complaints of Discrimination or Harassment <i>(although the charter school’s policy is requested through Governance submission process)</i>
1	Procedures for Public Requests for Reasonable Accommodations and Procedures for the Investigation of Public Complaints Regarding the Provision of Requested Accommodations
2	<i>(although the charter school’s policy is requested through Governance submission process)</i>
3	Procedures for Investigating Title IX Complaints of Sex-Based Discrimination/Harassment
ACE	Equitable and Inclusive Contracting Policy
AD	Educational Philosophy/School District Mission
ADE	Innovation in Education
ADE-R	New Innovation School Regulation

B Policies: School Board Governance and Operations

BBA	School Board Powers and Responsibilities
BC	Board Member Conduct
BCB	Board Member Conflict of Interest <i>(although the charter school’s policy is requested through Governance submission process)</i>
BDB	Board Officers
BDF	Advisory Committees/Councils
BDF-R	Career and Tech Ed Council
1	Preschool Program Council

BDF-R 2	Drug-Free Schools Advisory Council
BDF-R 3	
BDFA BDFA- R	District Personnel Performance Evaluation Council Procedures for District Personnel Performance Evaluation Council
BDFB BDFB- E	Finance and Audit Committee Exhibit - Finance and Audit Committee Charter
BDFG BDFG- R	District Accountability Committee Procedures for District Accountability Committee
BE	School Board Meetings
BEEA	Electronic Participation in School Board Meetings
BID/BI E	Board Fiscal Policy/Board Member Compensation and Expenses/Liability

C Policies: General School Administration

CBA/CB C	Powers and Responsibilities of Superintendent
CBI	Evaluation of Superintendent

D Policies: Fiscal Management

DEA	Mill Levy Distribution
DFA	Investment and Cash Management Policy
DFB	Debt Policy
DFC	Derivatives Policy
DH	Bonded Employees and Officers
DIA	Online Schools and Online Programs
DIE	Audits/Financial Monitoring
DJGA	Sales Calls and Demonstrations

E Policies: Support Services

EEAFB EEAFB -R	Use of School Vehicles by Community Groups Regulations of Use of School Vehicles by Community Groups
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F Policies: Facilities Development

FB	Historical Designation of Facilities <i>(unless in District facility, then unwaivable)</i>
FF	Naming of Facilities <i>(unless in District facility, then unwaivable)</i>

G Policies: Personnel

G	DPS Employee Handbook
GBA GBA-R1 GBA-R2	Equal Employment Opportunity and Nondiscrimination Procedures for the Investigation of Employee Complaints of Discrimination or Harassment Procedures for Employee Requests for Reasonable Accommodations and Procedures for the Investigation of Employee Complaints Regarding the Provision of Requested Modifications or Accommodations
GBEA	Conflicts of Interest
GBEBA GBEBA-R	Staff Dress Code Regulation for the Enforcement of the Staff Dress Code
GBEBC	Gifts to and Solicitations by Staff
GBEC GBEC-R	Drug, Alcohol and Tobacco-Free Workplace (Use by Staff Members) Regulation for the Enforcement of the Drug, Alcohol and Tobacco-free Workplace Policy
GBGB	Personal Safety and Security
GCF/GD F	Staff Recruiting/Hiring
GDQD GDQD-R	Dismissal of full-time Classified Employees, Specialized Service Providers, and Teachers in Schools with a Waiver of Statutory Dismissal Procedures Regulation regarding Procedures for Dismissal of full-time Classified Employees, Specialized Service Providers, and Teachers in Schools with a Waiver of Statutory Dismissal Procedures

Note: G policies are Type I because charter employees are not district employees. Charters are encouraged to have these replacement employment policies, but it is not required for the District to review.

H Policies: Negotiations

HH	Method of Determining Staff Negotiating Organizations
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J Policies: Students

JFABB JFABB-R	Admission of Foreign Exchange Students Regulation for Admission of Foreign Exchange Students
JIBA JIBA-R	Student Government Student Government (Student Board of Education)
JICC JICC-R	Student Conduct on Buses (<i>unless using DPS transportation, then unwaivable</i>) Regulation for Student Conduct on School Buses (<i>unless using DPS transportation, then unwaivable</i>)
JJIB	Interscholastic Sports (<i>unless participating in the Denver Public High Schools Athletic League, then unwaivable</i>)

K Policies: School – Community Relations

KCD	Public Gifts Donations to Schools
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KCD-R	Regulation regarding Public Gifts/Donations and Grants
KE	Public Concerns and Complaints
KF KF-R	Community Use of School Facilities <i>(unless in District facility, then unwaivable)</i> Regulation regarding Community Use of School Facilities <i>(unless in District facility, then unwaivable)</i>
KHBA	Sponsorship Programs

Non-automatic District Policy Waivers

The Network hereby requests waivers of the following additional District Policies for each of its schools.

TYPE II DPS POLICY WAIVERS

A Policies: Foundations and Basic Commitments

<input type="checkbox"/>	ADF/ ADF-R	School Wellness
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B Policies: School Board Governance and Operations

<input type="checkbox"/>	BDF-R4	Collaborative School Committees
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D Policies: Fiscal Management

<input checked="" type="checkbox"/>	DJ	Purchasing
<input checked="" type="checkbox"/>	DJA DJA-R	Purchasing Authority Regulations for Purchasing Authority
<input checked="" type="checkbox"/>	DJB	Purchasing Procedures
<input checked="" type="checkbox"/>	DJD	Cooperative Purchasing
<input checked="" type="checkbox"/>	DJE	Bidding Procedures
<input checked="" type="checkbox"/>	DJG	Vendor Relations
<input checked="" type="checkbox"/>	DK DK-R DK-R1 DK-R2 DK-R3 DK-R4 DK-R5	Stewardship of Funds Propriety of Expenses Procedures Travel Expenses Food Purchases Procedure - Non-Student Meal Related District Cell Phone Procedures Payroll/Deductions/Direct Deposit/Expense Reimbursements Gift Card Purchasing Procedures

E Policies: Support Services

<input checked="" type="checkbox"/>	EEA EEA-R1 EEA-R2	Student Transportation Regulation for Transportation of Students in School Buses Student Transportation in Private Vehicles
<input type="checkbox"/>	EEAEEA EEAEEA-R	Drug and Alcohol Testing for Bus Drivers and Employees in Safety Sensitive Positions (only applies when providing non-DPS transportation) Regulation for Alcohol and Drug Testing for Bus Drivers and Employees in Safety-Sensitive Positions (only applies when providing non-DPS transportation)
<input type="checkbox"/>	EFEA	Nutritious Food Choices
<input type="checkbox"/>	EGAEA	Electronic Mail and Internet Policy <i>(when on DPS systems, not waivable)</i>

	EGAEA-R1 EGAEA-R2	Regulations of Use of Electronic Mail and Internet Systems (<i>when on DPS systems, not waivable</i>) Regulation of Social Media Use (<i>when on DPS systems, not waivable</i>)
<input type="checkbox"/>	EHB	Records Retention

F Policies: Facilities Development

<input checked="" type="checkbox"/>	FFA FFA-R	Commemorative Activities and Memorials Commemorative Activities and Memorials Regulation
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I Policies: Instructional Program

<input checked="" type="checkbox"/>	IHAM	Health and Family Life/Sex Education
<input type="checkbox"/>	IHBK IHBK-R	Preparation for Postsecondary and Workforce Success Regulations for Preparation for Postsecondary and Workforce Success
<input type="checkbox"/>	IKA IKA-R	Grading/Assessment Systems Regulation for Grading/Assessment Systems
<input type="checkbox"/>	IKE IKE-R	Promotion, Retention and Acceleration of Students Procedure for the Promotion, Retention, and Acceleration of Students
<input type="checkbox"/>	ILBC ILBC-R	Early Literacy and Reading Comprehension Procedures to Implement the Colorado READ Act
<input checked="" type="checkbox"/>	IMDB	Flag Displays

J Policies: Students

<input checked="" type="checkbox"/>	JICA	Student Dress Code
<input type="checkbox"/>	JICDE	Bullying Prevention and Education
<input type="checkbox"/>	JICEA JICEA-R	School-Related Student Publications Regulation regarding School-Related Student Publications
<input type="checkbox"/>	JICEC JICEC-R	Student Distribution of Noncurricular Materials Regulation for Student Distribution of Noncurricular Materials
<input checked="" type="checkbox"/>	JJH JJH-R	Student Travel and Field Trips (if not waived, “superintendent” approval will be replaced by “charter school leader” approval) Regulation regarding Student Travel and Field Trips
<input type="checkbox"/>	JLC	Student Health Services and Records
<input type="checkbox"/>	JLCD JLCD-R	Administering Medications to Students (if using DPS nursing, this policy is unwaivable) Administering Medications to Students Regulation
<input type="checkbox"/>	JLCDA	Students with Food Allergies
<input type="checkbox"/>	JLDAC JLDAC-E	Parents, students can review material administered to students, can deny submission of that material when asking for protected information, school personnel cannot recommend psychotropic drugs District must provide annual notice of these rights
<input type="checkbox"/>	JRA/JRC- R	Student Records/Release of Information on Students Regulation Regarding Student Records and Release of Student Information

K Policies: Instructional Program

<input type="checkbox"/>	KB KB-R	Family Engagement (Including Title I Family Engagement) Regulation for Family Engagement (Including Title I Family Engagement)
<input checked="" type="checkbox"/>	KDB KDB-R	Public's Right to Know - Freedom of Information Regulation regarding Public's Right to Know - Freedom of Information
<input type="checkbox"/>	KFA KFA-R	Public Conduct on School Property Regulation regarding Public Conduct on School Property
<input type="checkbox"/>	KHB	Advertising in Schools
<input type="checkbox"/>	KI	Visitors to Schools

By signing the charter contract, the Network affirms that it has replacement policies that comply with the intent of the policy for each of the non-automatic waivers sought above that are legally required.

Type III DPS Charter Waivers

The Network seeks the following non-automatic waivers and has attached the replacement policy for DPS review:

<input type="checkbox"/>	ADC	Tobacco and Marijuana-Free Schools
<input type="checkbox"/>	ADD	Safe Schools
<input type="checkbox"/>	EBBA EBBA-R	Prevention of Disease/Infection Transmission
<input type="checkbox"/>	IKF IKF-R IKF-R1 IKF-R2 IKF-R3	IKF - Requirements for Graduating class of 2021 and beyond Graduation Requirements for Class of 2021 and Beyond - Supporting Details Financial Literacy Cultural Competency Comprehensive Health Education
<input type="checkbox"/>	JB JB-R1	Equal Educational Opportunity and nondiscrimination Regulation for Implementing Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and Section 504 Grievance Procedures
<input type="checkbox"/>	JICH JICH-R	Drug and Alcohol Use by Students Regulations for Drug and Alcohol Use by Students
<input type="checkbox"/>	JIH	Student Interviews, Interrogations, Searches and Arrests
<input type="checkbox"/>	JK JK-R	Student Discipline (<i>Note: Provisions related to expulsion cannot be waived</i>) Student Conduct and Discipline Procedures (<i>Note: Provisions related to expulsion cannot be waived</i>)
<input type="checkbox"/>	JKA JKA-R	Restraint of Students Restraint of Students Regulation
<input type="checkbox"/>	JLCC	Procedures to Prevent Infectious Disease in Students
<input type="checkbox"/>	JLCDB JLCDB- E	Administration of Medical Marijuana to Qualified Students Written Plan: Administration of Medical Marijuana to Qualified Students
<input type="checkbox"/>	JLF JLF-R	Child Abuse and Reporting Reporting Child Abuse and Child Protection
<input type="checkbox"/>	JLI	Student Safety
<input type="checkbox"/>	JQ	Student Fees, Fines and Charges (<i>If not waived, “area superintendent approval” will be read as “charter school leader approval”</i>)
<input type="checkbox"/>	JRCB JRCB-R	Privacy and Protection of Confidential Student Information Privacy and Protection of Confidential Student Information Regulation

By signing the charter contract, the Network affirms that it has submitted replacement policies for any of the above waived policies to Authorizing & Accountability.

The Network does not seek the following waivers:

AB	School Performance Framework
ABA	School Performance Compact
AF	Charter Quality Authorizing Policy
AF-R	Regulation for Charter Quality Authorizing Policy
EBAB	Hazardous Materials and Asbestos Management
ECA	Building Safety and Security Policy
FAP	Facility Allocation Policy
FN	Shared Campuses
FN-R	Regulation regarding Shared Campuses
IHBHD	Gilliam Center
JC	Student Assignment
JC-R	Regulation for Student Assignment
JF	Admission and Denial of Admission
JFABD	Homeless Students
JFABD-R	Regulation for Implementation of Homeless Student Policy
JFABE	Students in Foster Care
JFABE-R	Students in Foster Care Regulation
JHB	Student Attendance and Truancy
JHB-R	Regulation for Student Attendance
JHB-R2	Attendance Procedures for Different Learning Environments
JHB-R3	2021-22 Remote Program Plan (<i>automatically waived if submitted state requirements</i>)
JICF	Gang Activity Prevention
JICG	Use of Tobacco by Students
KDE	Emergency Management

APPENDIX C – Insurance Requirements

General Provisions

The Network agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement.

The Network shall provide a copy of this Agreement to its insurance agent or broker. The Network may not commence services or work relating to the Agreement prior to placement of coverage.

The Network shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof.

Insurer Ratings: The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-“ VIII or better.

Cancellation, Non-Renewal Notifications: Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies are to be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Network shall provide written notice of cancellation, non-renewal or reduction in limits to the parties identified in the Notices section by certified mail or personal delivery within three (3) business days of such notice by its insurer(s).

Deductibles or Self-Insured Retentions: If any policy is in excess of a deductible or self-insured retention, the Network must notify the District’s Risk Management department. The Network shall be responsible for the payment of any deductible or self-insured retention applicable to its insurance program.

Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Network. The Network shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The Network shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where

such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the Network will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Proof of Insurance: The Network certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Network's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

Subcontractors and Subconsultants: All Subcontractors and Subconsultants (including Independent Contractors, Suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Network. The Network shall include all such Subcontractors as Additional Insureds under its policies (with the exception of Workers' Compensation, and Directors & Officers and Errors and Omissions Liability) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages.

Insurance Coverage and Limits

Workers' Compensation/Employer's Liability: The Network shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

The Network expressly represents to the District, as a material representation upon which the District is relying on entering into this Agreement, that none of the Network's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously affected, have been revoked as of the date the Network executes this Agreement.

Business Automobile Liability: The Network shall maintain Business Automobile Liability coverage with limits of at least \$1,000,000 each accident applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

Commercial General Liability: The Network shall maintain Commercial General Liability coverage with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Excess/Umbrella Liability: The Network shall maintain Excess or Umbrella Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a “follow form” or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

Sexual Abuse, Molestation or Misconduct: The Network shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$100,000.

Aircraft Liability – Aircraft or Drone use (if applicable): The Network shall maintain Aircraft Liability insurance covering all manned and/or unmanned aircraft used in the performance of the work with limits of at least \$1,000,000 single limit.

Commercial Crime: The Network shall maintain Commercial Crime coverage with limits of at least \$1,000,000. Coverage shall include but not be limited to theft of District's money, securities or valuable property by Network's employees (including any extended definition of employee). The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

Contents (FFE): The Network is responsible for insuring its own contents, furniture, fixtures and equipment and shall maintain All-Risk Form Property Insurance on a replacement cost basis in an amount not less than the current value of its contents, furniture, fixtures and equipment.

Directors & Officers and Errors & Omissions Liability: The Network shall maintain a Directors & Officers Liability policy with limits of at least \$1,000,000 per claim/annual aggregate and an Errors and Omissions policy with limits of at least \$1,000,000 per claim/annual aggregate. These coverages can be consolidated into an Educators’ Legal Liability policy with limits of at least \$1,000,000 per claim/annual aggregate.

Cyber/Network Security & Privacy Liability: The Network shall maintain Cyber/Network Security & Privacy Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to, coverage for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Other Insurance Provisions

Additional Insured Status: For Commercial General Liability, Auto Liability, Excess or Umbrella Liability, and Aircraft Liability (if applicable), the Network’s insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives and agents as Additional Insureds.

Waiver of Subrogation: For coverages required under this Agreement, the Network's insurer (s) shall waive subrogation rights against the District.

Primary Coverage: For claims related to this Agreement, the Network's insurance coverage shall be primary and noncontributory with other coverage or self-insurance maintained by the District.

Claims Made Policies: For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District, whichever is earlier.

Additional Provisions: Defense costs are outside the limits of liability. Policies must contain a severability of interests or separation of insureds provision (no insured versus insured exclusion). The Commercial General Liability coverage must provide that this is an Insured Contract under the policy.

APPENDIX D – Articles of Incorporation and Bylaws

(Articles of Incorporation and Bylaws available for review from Authorizing & Accountability)

ATTACHMENT A-1:

AGREEMENT FOR HIGHLINE ACADEMY SOUTHEAST

RECITALS

WHEREAS, on August 20, 2003, Denver Public Schools received an application for HIGHLINE to open a charter school referred to as HIGHLINE SOUTHEAST (“the School”);

WHEREAS, on November 6, 2003, the District’s Board of Education (“the Board”) approved HIGHLINE’s application to open HIGHLINE SOUTHEAST;

WHEREAS, on November 17, 2012, the Board approved the renewal application for HIGHLINE SOUTHEAST;

WHEREAS, on December 15, 2016, the Board approved the renewal application for HIGHLINE SOUTHEAST;

WHEREAS, on January 13, 2022, the Board approved the renewal application for HIGHLINE SOUTHEAST;

NOW THEREFORE in furtherance of the foregoing recitals, the Parties agree as follows:

1. ESTABLISHMENT OF HIGHLINE ACADEMY SOUTHEAST

As authorized by the Charter Schools Act, the District hereby approves the application of HIGHLINE ACADEMY to open HIGHLINE ACADEMY SOUTHEAST, upon the terms and conditions set forth in the Network Contract, this Attachment, and the terms and conditions outlined in Resolution #5044, which is hereby incorporated into this Attachment.

The Network acknowledges that the approval to open HIGHLINE ACADEMY SOUTHEAST is conditional upon the Network’s compliance with the conditions incorporated herein as attachment A-1, incorporated herein as attachment A-1, Resolution #5044. The Network further acknowledges that failure to comply with these conditions is a material breach of the Network Contract and may result in revocation of the approval to open HIGHLINE ACADEMY SOUTHEAST, or withholding of funds, or other action deemed appropriate by the District.

- A. GENERAL: Application Incorporated in Charter Agreement. The original application or application for renewal of the School, as approved by the Board, is incorporated to this Attachment as Appendix E (the “Application” or “Renewal Application”). The provisions of the Network Contract and this attachment will supersede and control over any conflicting or inconsistent language contained in the School Application or the Renewal Application. The provisions in the Renewal Application will supersede and control over any conflicting or inconsistent language

contained in the School Application.

2. EDUCATIONAL PROGRAM

HIGHLINE ACADEMY shall implement and maintain the characteristics of its educational program described in the original School Application, or renewal application in addition to those identified in the Network Contract at HIGHLINE ACADEMY SOUTHEAST (“the School” within Exhibit A-1). If applications conflict, the most recent application will control. These characteristics are subject to modification with the District’s written approval.

3. TERM OF APPROVAL

The Network is approved to operate HIGHLINE ACADEMY SOUTHEAST through June 30, 2027, subject to any action of the District to revoke the authority of the Network to operate the School.

4. BENCHMARKS

The District and Network have mutually agreed to the following additional performance benchmarks for HIGHLINE ACADEMY SOUTHEAST.

There are no additional performance benchmarks.

5. LOCATION

The School shall be located at 2170 S. Dahlia Street, Denver, CO 80222.

6. ENROLLMENT

- A. Maximum Enrollment. The maximum number of students who may be enrolled in the School shall be 550 students.
- B. Grade Configuration: The approved grade configuration for the School shall be K - 8.

APPENDIX E - School Application

(The School Application and renewal applications are available for review from Authorizing & Accountability)

ATTACHMENT A-2:

AGREEMENT FOR HIGHLINE ACADEMY NORTHEAST

RECITALS

WHEREAS, on April 9, 2012, Denver Public Schools received an application for HIGHLINE to open a charter school referred to as HIGHLINE ACADEMY NORTHEAST (“the School”);

WHEREAS, on June 21, 2012, the District’s Board of Education (“the Board”) approved HIGHLINE’s application to open HIGHLINE ACADEMY NORTHEAST;

WHEREAS, on July 5, 2017, the District’s Board received a charter renewal application for consideration from HIGHLINE ACADEMY NORTHEAST;

WHEREAS, on November 16, 2017, the District’s Board approved the charter renewal application for HIGHLINE ACADEMY NORTHEAST;

WHEREAS, on November 21, 2019, the District’s Board approved the charter renewal application for HIGHLINE ACADEMY NORTHEAST;

WHEREAS, on September 1, 2022 the District’s Board received a charter renewal application for consideration from HIGHLINE ACADEMY NORTHEAST

NOW THEREFORE in furtherance of the foregoing recitals, the Parties agree as follows:

1. ESTABLISHMENT OF HIGHLINE ACADEMY NORTHEAST

As authorized by the Charter Schools Act, the District hereby approves the application of HIGHLINE ACADEMY to open HIGHLINE ACADEMY NORTHEAST, upon the terms and conditions set forth in the Network Contract, this Attachment, and the terms and conditions outlined in Resolution #5091, which is hereby incorporated into this Attachment.

The Network acknowledges that the approval to open HIGHLINE ACADEMY NORTHEAST is conditional upon the Network’s compliance with the conditions incorporated herein as attachment A-2, Resolution #5091. The Network further acknowledges that failure to comply with these conditions is a material breach of the Network Contract and may result in revocation of the approval to open HIGHLINE ACADEMY NORTHEAST, or withholding of funds, or other action deemed appropriate by the District.

- A. GENERAL: Application Incorporated in Charter Agreement. The original application or application for renewal of the School, as approved by the Board, is incorporated to this Attachment as Appendix E (the “Application” or “Renewal Application”). The provisions of the Network Contract and this attachment will

supersede and control over any conflicting or inconsistent language contained in the School Application or the Renewal Application. The provisions in the Renewal Application will supersede and control over any conflicting or inconsistent language contained in the School Application.

2. EDUCATIONAL PROGRAM

HIGHLINE ACADEMY shall implement and maintain the characteristics of its educational program described in the original School Application, or renewal application in addition to those identified in the Network Contract at HIGHLINE ACADEMY NORTHEAST (“the School” within Exhibit A-2). If applications conflict, the most recent application will control. These characteristics are subject to modification with the District’s written approval.

3. TERM OF APPROVAL

The Network is approved to operate HIGHLINE ACADEMY NORTHEAST through June 30, 2028, subject to any action of the District to revoke the authority of the Network to operate the School.

4. BENCHMARKS

The District and Network have mutually agreed to the following additional performance benchmarks for HIGHLINE ACADEMY NORTHEAST.

There are no additional performance benchmarks.

5. LOCATION

The School shall be located at 19451 East Maxwell Place, Denver, CO 80249.

6. ENROLLMENT

- A. Maximum Enrollment. The maximum number of students who may be enrolled in the School shall be 600 students.
- B. Grade Configuration: The approved grade configuration for the School shall be ECE - 5.

APPENDIX E - School Application

(The School Application and renewal applications are available for review from Authorizing & Accountability)