

**CHARTER SCHOOL RENEWAL CONTRACT**  
**Rocky Mountain Deaf School**

This Charter School Renewal Contract (“Contract”), effective July 1, 2020, is made and entered into between Jefferson County School District R-1 (the “District” or the “Authorizer”) and [the Laurent Clerc Educational Fund of Colorado d/b/a](#) Rocky Mountain Deaf School, a public charter school organized as a Colorado non-profit corporation (the “School”) (and District and School may individually be referred to as a “party” or collectively, the “parties”).

**RECITALS**

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, *et seq.* (the “Act”), allowing for the creating and operating of charter schools within the State of Colorado (“State”) by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, the District’s Board of Education (“District Board”) previously authorized the School to form and operate a charter school in the District pursuant to a charter school contract, which expires by its terms on June 30, 2020; and

WHEREAS, on December 1, 2019, a renewal application was submitted by citizens of the District for renewal of the School as a charter school to operate within the District (the “Renewal Application”); and

WHEREAS, on January 30, 2020, the District Board of Education (“District Board”) adopted a Resolution (attached here as [Attachment 1](#)) approving the School’s charter school renewal application and granting the School a charter for a term of five (5) years.

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

**SECTION 1: ESTABLISHMENT OF SCHOOL**

**1.1 Term.**

This renewal Contract is effective as of July 1, 2020 and shall continue through June 30, 2025. Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in accordance with State law and District Board approval of the renewal of the application.

**1.2 Charter School Corporate Status.**

The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws.

- A. [Compliance with Contract](#). The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with State, federal and local law.

- B. Corporate Purpose. The purpose of the School as set forth in its Articles of Incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, et seq.
- C. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles of Incorporation and Bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract and State and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as Attachment 2. Any material modification (as defined in Section 3.1 below) of the Articles of Incorporation or the Bylaws must be submitted to the District within ten (10) business days of their ratification or adoption by the School’s governing board (the “Charter Board”).
- D. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School’s debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.
- E. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

**1.3 Charter School Legal Status.**

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 3.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and is additionally subject to the Open Meetings Law and the Open Records Act.

**SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP**

**2.1 District Rights and Responsibilities.**

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to all applicable federal and State laws and regulations, and District policies and regulations, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and State law and regulations shall, subject to applicable state and federal law, and to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to, the following:
  - i. School records, including but not limited to, student cumulative files, policies, special education and related services;

- ii. Financial records;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Personnel records, including evidence that criminal background checks have been conducted;
- v. School operations, including health, safety and occupancy requirements; and
- vi. Inspection of the facility or facilities.

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to work product exception relating to negotiations with the District.

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made in a timely manner, generally within three (3) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the Department (defined below) or other State sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, School Performance Framework ("SPF"), accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 6.3 of this Contract.

- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with Subsection D above, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable State or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose. The school shall meet all State, federal and district reporting requirements.
- G. In accordance with Section 110(1)(b) of the Act, the District shall annually provide the School with a review of its performance, which shall include at a minimum the charter school's progress in meeting the objectives identified in the plan the School is required to implement pursuant to C.R.S. §22-11-210 and the results of the School's most recent annual financial audit. The District shall provide the School with written feedback from the annual review.

## **2.2 School Rights and Responsibilities.**

- A. Records. The School agrees to comply with all federal, State, and District record keeping requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted in accordance with the Financial Transparency Act, C.R.S. §22-44-301 and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements, subject, however, to Section 2.1.A above. The School shall comply with all District, State and federal reporting requirements. **In addition, all CORA requests seeking internally-held School information not maintained or archived by the District shall be provided by the School as required by law.**
- B. Notification Provided to the District.
- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
- a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
  - b) Any complaints filed against the School by any governmental agency.
- ii. Immediate Notice. The School shall immediately notify the District of any of the following:

- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or State law;
  - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
  - c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required in C.R.S. §22-30.5-110.7(a) & (b) and other relevant laws as required.
  - d) Misappropriation of funds;
  - e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
  - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.
- C. Compliance. The School shall comply with all applicable federal and State laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from State law and District policies in accordance with Section 4.5. A list of some, but not all, of the federal and State laws with which the School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School. The School shall comply with all applicable federal, State and District accountability requirements including but not limited to the READ Act, federal and State testing requirements, the monitoring and documenting of student academic progress and other mandates as may arise during the term of this Contract.
- D. Reports. The School shall provide in a timely manner to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates ~~are changed~~ or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.H.
- i. The following required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 *et seq.*, (including budget), shall be provided by the School annually by the specified dates:
    - a) Proposed budget – on or before April 1.
    - b) Projected student FTE – on or before April 1.

- c) School budget approved by Charter Board – on or before June 1 or within 30 days of an additional appropriation. NOTE: in the event of a mid-year revision to a budget due to a variance from a prior approved budget based on a plus or minus change of 5%, the School must submit a revised budget reflecting the variance within 30 days.
  - d) Quarterly financial reports – upon request.
  - e) Annual audit drafts due by October 15 and final copies – on or before November 15.
  - f) End of year trial balance – as requested.
- ii. School Calendar. The School shall provide the school calendar on or before April 1.
  - iii. Health and Safety Information. The School shall annually provide safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. on or before the annually published due date from the District.
  - iv. Year-end financial review. The School shall provide year-end financial information on or before June 15.
  - v. Bond Documentation. The School shall provide closing documents and bank statements no later than ten (10) days after closing.
  - vi. Safe School Plan. C.R.S. §22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
  - vii. Governance Information.
    - a) Charter Board membership (i.e., names/ contact info, terms) – September 15.
    - b) Charter Board member conflict of interest disclosures – September 15.
    - c) Current Bylaws – within ten (10) business days after any material changes.
    - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
  - viii. Insurance certification – June 15, or annually within 5 business days of its renewal date.
  - ix. Academic Reporting – As required by state law and State Board of Education rule.
- E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of

any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. Unless the School has insurance through District, the indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

- F. Procedures for Articles of Incorporation and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non-Profit Corporations Act in amending its Articles of Incorporation and Bylaws and shall provide the District with notice of any such material modifications, as defined in Section 3.1 below. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in **Attachment 4**.
- G. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education (the "State Board"), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
- i. In the event any dispute arises between the District and the School concerning this Contract, including but not limited to the implementation of or waiver from any District policies, regulations or procedures, the disputing party shall notify the other party in writing that a dispute exists and shall identify the Section of this Contract that is in dispute and the grounds for the position. Such dispute shall first be submitted to the Superintendent of the District or his designee for review. Thereafter, representatives of the District and the School shall meet and attempt in good faith to negotiate a resolution of the dispute.
  - ii. In the event the parties' representatives are unable to resolve the dispute informally pursuant to the procedure set forth above within sixty (60) days following notice of a dispute, the parties shall submit the matter to an independent mediator, who shall be agreed upon by the parties within fifteen (15) calendar days following either party's written request for mediation (the "moving party"). If the parties are unable to agree upon a mediator within that time, the moving party shall obtain a list of five names from the Judicial Arbiter Group, Denver, Colorado, and submit them to the other party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.
  - iii. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the Board shall be final; provided, however, that the School may appeal to the State

Board concerning those matters within the State Board's jurisdiction in accordance with governing law.

- H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of State or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.
- i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. §22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5-112(8) and (9). Upon cure by the School, withheld funds shall be released to the School.
  - ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
  - iii. Seeking Technical Assistance. The District may require the School to seek technical assistance if the School is required to prepare and implement a priority improvement plan or turnaround plan.
  - iv. Exercise of Emergency Powers. The District may request that the Commissioner of Education issue a temporary or preliminary order in accordance with C.R.S. §22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.
- I. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Charter School Emergency Powers Act set forth in C.R.S. §22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in a due process procedure below.
- i. The District shall give the School written notice of a deficiency. The notice shall State the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
  - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the



President of the Charter Board or his designee shall be given an opportunity to meet with the President of the District's Board or his designee to discuss the notice within five (5) days.

iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.H i through iv.

J. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.G, file an appeal with the State Board, or seek other remedies provided by law.

K. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

### SECTION THREE: SCHOOL GOVERNANCE

#### 3.1 Governance.

The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 2.2.F of this Contract. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents; that significantly increases the number or percentages of votes required to take major actions; or that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

#### 3.2 Corporate Purpose.

The purpose of the School as set forth in its Articles of Incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 *et seq.* and purposes ancillary thereto and in support thereof.

#### 3.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.* and Open Records Act, C.R.S. §24-72-201 *et seq.*, and shall adopt and strictly enforce a conflict of interest policy.

#### 3.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The School shall submit to the District for approval its process for resolving public complaints, including complaints regarding curriculum, which must provide an opportunity to be heard and an appeal process similar to that provided in current District policies/regulations and procedures, except that the final administrative appeal shall be heard by the Charter Board, rather than the District Board. Any material changes to the process shall be submitted to the District for approval prior to implementation.

**3.5 Contracting for Core Educational Services.**

Unless otherwise agreed in writing by the District, which approval shall not be unreasonably withheld, conditioned or delayed, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses or provide specific services as a portion of the School's educational program or operations. Subject to the limitations above, the School may negotiate and contract with a school District, the governing body of a State college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds or the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

**3.6 Contracting for Operational and Administrative Services.**

Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest.

**3.7 Volunteer Requirements.**

Any requirement adopted by the School that requires parents commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. A copy of the School's volunteer policy and any changes thereto shall be provided to the District.

**3.8 Conflict of Interest.**

Members of the Charter Board or any governing committee established for the School shall comply with District policies and regulations regarding ethics and conflict of interest, unless otherwise waived pursuant to Section 4.5.B below. Notwithstanding the contrary, District Policy GP-9 is waived only to the extent that it prohibits employees of a charter school from serving on its governing board and if not otherwise prohibited by School policy.

**SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS**

**4.1 Operational Powers.**

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract and as allowed by the 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 the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and Bylaws consistent with the terms of this Contract.

#### **4.2 Evaluations and Trainings.**

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the lead administrator of the School at least annually, in form determined by the Charter Board in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Contract.
- B. Employee Evaluations. The lead administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Contract.
- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further Charter Board members will satisfactorily complete the online charter school governing board training modules recommended by the Department, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report Compiled by the District.

#### **4.3 Transportation and Food Services.**

- A. The District and the School acknowledge and agree that transportation will not be provided to students attending the School, except that the School may purchase from the District transportation to extracurricular activities on the same basis as other schools in the District. If the School subsequently determines to provide transportation during the term of this Contract, such services shall be provided in accordance with applicable federal and State law. This section does not apply to IDEA-eligible students placed at the School by the District. In the event that the District places a student at the School, it will provide transportation for the student to/from the School. Transportation for such students to participate in extracurricular activities will be the responsibility of the School. If a student's IEP team will be discussing or considering adding transportation to a student's IEP, a District Special Education liaison must be in attendance at the IEP meeting.
- B. The School shall be solely responsible for providing food services, if any, to students attending the School. The School may implement a program to provide free and reduced price meals to qualifying students that attend the School (through utilization of the CDE Family Economic Data Survey if appropriate) through a qualified School Food Authority ("SFA") or the School may qualify and serve as an SFA in accordance with applicable law. The District may from time to time offer food services for purchase by the School at the rates set annually by the district.

#### **4.4 Insurance.**

During the term of this Contract, the School shall purchase and maintain insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate as an additional insured or to the extent of its interests, consisting of commercial general liability insurance, errors and omissions liability insurance (school entity liability insurance), auto liability insurance and any property insurance as may be required to appropriately insure property interest commitments as well as statutory workers' compensation insurance coverage at the coverage

amounts as may be set by the District from year to year. Participation in the District's Risk Management program is subject to written approval by the District.

The District shall provide at least 30 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State and that are rated by A.M. Best Company not lower than "A-VII" unless otherwise approved by the District. Non-rated insurers must be approved by the District. The School shall provide certificates of insurance to the District's Director of Risk Management by June 15 annually for compliance review and approval of said coverages. Identified deficiencies shall be rectified within twenty (20) business days following notification specifying the deficiency. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, sent to the School and the District's Director of Risk Management, if available under the policy or by endorsement; otherwise, the School shall notify the District within 3 business days of its receipt of notice received in accordance with the terms of such policies. The School shall notify the District's Director of Risk Management within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

The School shall have on file at all times a copy of the purchased insurance policies that, at a minimum, meet the requirements as set by the District from year to year, as well as evidence that payment of premiums for such policies have been timely made. The insurance policies may provide for retentions (self-insurance) or deductibles in amounts as approved by the District. In any event, the School shall, at all times, maintain sufficient restricted cash reserves to cover all retention and/or deductible amounts and shall provide documentation that such reserves have been maintained. The District's Director of Risk Management may review and inspect the School premises to assess the adequacy of School provided insurance programs.

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

#### **4.5 Waivers.**

##### **A. State Laws and Regulations.**

- i. Automatic Waivers. Pursuant to C.R.S. §22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. §22-30.5-104(6), the State Board ~~has will~~ adopted, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan and rationale to the Colorado Department of Education, to specify the manner in which the School intends to comply with the intent of the State statute or State Board rule. All such waivers listed on **Attachment 5** as Automatic Waivers shall be deemed granted to the School upon execution of this Contract.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a district power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.

- iii. Procedures for Non-Automatic Waiver Requests. The District Board agrees to jointly request waiver of the Non-automatic State laws and regulations that are listed in **Attachment 6**. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers from State law. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver(s) from the State Board, if the District's Board first approves the request. State Board approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

B. District Policies.

- i. Automatic Waivers. Certain District policies are not waivable and other policies are deemed automatically waived for the School, and these automatic waivers are set forth on **Attachment 7**. The District shall keep an updated list of District policies that the School may automatically waive. The School shall be waived from all policies that are on such automatic waiver list at the time of this Contract, and any updates to the list during the term of this Contract. The District shall include on this list and grant any automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school.
- ii. Additional Waivers. The School shall be granted certain additional waivers from District policies set forth in **Attachment 8**. Where indicated in the "District Policy Waivers for Charters", **Attachment 8**, the term District is synonymous (and deemed replaced) with the term charter school. It is the intent of this provision to require the School and its staff to fulfill the responsibilities and/or obligations defined in these policies and not absolve them of those responsibilities and/or obligations.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the execution of this Contract. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by State law. Waiver of District policies shall not be unreasonably withheld.

**4.7 Bidding Requirements.**

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding, as required by School District policy/regulations and State law, unless a waiver has been obtained.

## SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

### 5.1 School Grade Levels.

The School may serve students in grade Pre-K through grade 12. Any expansion beyond these grades to be served during the term of this contract will require prior District approval. Failure to obtain said prior approval from the District shall be a material breach of this renewal contract.

### 5.2 Student Demographics.

As required by the Act, C.R.S. §22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs within the District average, taking into account the demographics of other public schools within a reasonable proximity to the School. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Attachment 9, subject to participation in a district-wide enrollment process that incorporates the School's adopted enrollment priorities. The parties further acknowledge that the School's unique mission will cause it to have a special education enrollment much higher than District averages.

### 5.3 Maximum and Minimum Enrollment.

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both parties. Prior District approval is required in the event the School seeks to add grade levels or establish an additional school location in Jefferson County, which approval will not be unreasonably withheld. The School's application for expansion or replication shall be in accordance with the guidelines for expansion or replication set forth in the Jeffco Charter School Procedure Manual.

### 5.4 Eligibility for Enrollment.

The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable State and federal law and policy.

### 5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

The School's enrollment preferences, selection method, timeline, and procedures are described in Attachment 9, subject to participation in a district-wide enrollment process that incorporates the School's adopted enrollment priorities.

### 5.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.

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

- A. Following the application deadline and upon completing the lottery, if appropriate, the School shall require that the student/District provide the most recent Individualized Education Program (“IEP”) or Section 504 Plan, if any.
- B. When an applicant has an IEP or Section 504 Plan, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative, if requested, shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student’s previous school, and shall make a determination whether the services and, space and accommodation that can reasonably be made available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team deems it appropriate, the District representative shall convene a complete IEP team comprised of appropriate School and District staff and parents of the student (the “IEP Team”) to make the final determination.
- C. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall, following the process described in subparagraph B above, be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.
- D. When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal shall convene an IEP Team meeting. The student’s application for admission is contingent upon the determination by the IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the School in its existing programs with or without reasonable modifications. If the determination is that Free Appropriate Public Education (FAPE) is not available, the student’s ~~application for admission shall be denied~~ shall not be placed in the School and the student’s current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School’s IEP Team meeting. A District Special Education Liaison must attend any meeting where a determination is made that FAPE is not or may not be available to a student at the School. Representatives from the student’s prior school shall be invited to participate in the IEP Team meeting at the School. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

**Commented [A1]:** The IEP team decision is a placement decision. I think it is preferable to use the language of “placement” to describe this outcome. In effect “placement” simply trumps “admission,” which is no longer the issue.

**5.7 Participation in Other District Programs.**

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

**5.8 Non-Resident Admissions.**

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space,

preference shall be given according to the School's enrollment policy set forth in Attachment 9, subject to participation in a district-wide enrollment process that incorporates the School's enrollment priorities, including preference to those students who reside within the District. The School shall handle denial of admission in a manner consistent with State law and District policy/regulations. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

**5.9 Student Movement After October 1.**

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

**5.10 Discipline, Suspension, Expulsion.**

The School agrees that it shall comply with all District policies/regulations concerning student attendance, standards of conduct and discipline unless and until the School adopts its own written policies that are approved by the District. The School's procedures shall provide for an appeal in student discipline cases, except expulsions, to the Charter Board. Where the principal of the School recommends a student for expulsion, the proceedings shall be referred to the District's Charter Schools Administrator for handling through the District's expulsion processes. The District's Board shall have final authority regarding appeals in student expulsion cases. Any general or special education services required by law to be provided to a suspended School student shall be the sole responsibility of the School to arrange. Any general or special education and related services required by law to be provided to an expelled School student shall be the responsibility of the District; provided, however, that the School shall cooperate with the District to provide general education services to School students who are expelled within the last eight weeks of the school year.

**5.11 Continuing Enrollment.**

Pursuant to Colorado State law, students who enroll in the School may remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or placement in a different school pursuant to an IEP and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District choice enrollment and transfer procedures.

**SECTION SIX: EDUCATIONAL PROGRAM**

**6.1 Vision.**

The School's vision is set forth in Attachment 10.

**6.2 Mission.**

The School's mission is set forth in Attachment 10.

**6.3 Goals, Objectives, and Pupil Performance Standards.**

The goals, objectives and pupil performance standards set forth in the Renewal Application are accepted by the District, as amended by this Contract, and subject to the conditions set forth below:



- A. District Accreditation. The School shall be accredited in accordance with written District guidelines and State law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §22-7-101 *et seq.*; the Education Reform Act, C.R.S. §22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of “exceptional children” as defined in such rules, unless waived.
- B. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required to by State or federal law.
- C. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School’s achievement on the objectives listed above.
- D. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and State laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any State regulations governing the operation of school facilities.
- E. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other “exceptional children” as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Renewal Application and this Contract.

**6.4 Educational Program Characteristics.**

The School shall implement and maintain the characteristics of its educational program set forth in the Renewal Application, subject to modification with the District’s written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

**6.5 GED and On-Line Programs.**

The School’s educational program as contained in the Renewal Application and currently operated and as reviewed by the District does not include an on-line program pursuant to C.R.S. §22-30.7-101 *et seq.*, or a GED and the

School is accordingly prohibited from offering such online or GED programs. During any period in which the School facility is closed due to a federal, state or local disaster or public health order, the School may use online or other distance learning methods to continue instructions until such time as return to the facility is permitted by law.

**6.6 Curriculum, Instructional Program and Pupil Performance Standards.**

- A. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School’s vision and mission.
- B. With respect to each subject area not tested under the State’s standardized testing program for which the District has developed embedded assessments designed to measure achievement of standards, the School shall notify the Charter School Administrator in writing prior to July 1 of the fiscal year following the fiscal year in which such embedded assessments were developed as to whether it will use the District’s embedded assessments or whether it will use its own embedded assessments. If the School intends to use its own embedded assessments, it shall submit its proposed assessment program for review with its written notice to the Charter School Administrator, and may only implement and use its assessment program if approved by the District. The School shall adhere to all District timelines for developing (if applicable) and administering assessments, and may upon written request to and approval from the District, develop and implement a subsequent alternative assessment to a District embedded assessment.

**6.7 Graduation Requirements.**

If applicable, the School shall develop and submit to the District for approval a policy setting forth graduation requirements that align with State graduation guidelines.

**6.8 Tuition and Fees.**

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. §22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for PRE-K, full-day kindergarten programs, before and after school programs or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. §22-32-110(1)(o) & (p) and § 22-32-117.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and State law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

## **6.9 English Language Learners.**

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

## **6.10 Education of Students with Disabilities.**

- A. Individuals with Disabilities Education Act ("IDEA") -Eligible Students with Disabilities.
- i. The School agrees to comply with all District policies/regulations and the requirements of federal and State law concerning the education of IDEA-eligible students with disabilities, and shall provide special education programs and services to students at the School at a level consistent with other schools in the District serving the same grade levels. Upon enrollment of a student, the School shall determine whether the student has been identified as a child with disabilities under the IDEA. If so, the School shall comply with the process set forth in Section 5.6 of this Contract.
  - ii. A description of the special education services to be provided by the District and their cost is set forth in Paragraph 7.1.A.ii below. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, the responsibility for providing such transportation shall be determined in accordance with the IDEA and other applicable laws. A District representative shall participate in any meeting in which the provision of transportation for a student with a disability enrolled at the School is being determined.
  - iii. The School shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
  - iv. The District and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Success, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and State regulations. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and State law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
  - v. The School's special education teachers are able to attend professional development and induction programs sponsored by the District.
  - vi. The District or the School may identify from time to time changes to the educational program of the School that are reasonably necessary to comply with applicable law for educating students

with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.

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

B. Non-IDEA-Eligible Students with Disabilities. As a recipient of federal funds, the School is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for the protections thereunder. The School agrees to follow District policy in identifying students who are Section 504-eligible and providing them with reasonable accommodation.

#### **6.11 Extracurricular and Interscholastic Activities.**

Subject to the provisions of C.R.S. §22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with State law with the District schools for School student seeking to participate in activities not otherwise sponsored by the School. The student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association "CHSAA" rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

The District is not required to provide transportation of the School's students to other schools in the District to enable them to participate in extracurricular and athletic practices, rehearsals, and meetings, or to otherwise expand transportation provided for such activities and events. The School and/or parents of students enrolled in the School shall be responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either party of any calendar or schedules for extracurricular programs.

#### **6.12 Collaboration with District.**

- A. The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.
- B. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools through the District or by third-party contracting organizations.

#### **6.13 Expansion and Replication.**

This section intentionally left blank.

### **SECTION SEVEN: FINANCIAL MATTERS**

**7.1 Revenues.**

**A. Funding.**

- i. District per pupil revenues (“PPR”) shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction revenue payments pursuant to C.R.S. §22-54-124, minus the following: (a) the actual amount of the School’s per pupil share of the actual central administrative overhead costs of the District (up to five percent of PPR), as provided by law, (b) the cost of special education services set forth set forth below, (c) deductions for purchased services set forth in Section 9.1 below or as otherwise agreed to in writing by both parties, and (d) other deductions as provided herein and adjusted as provided herein. Any subsequent Department audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

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

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law, under C.R.S. §22-30.5-112(2)(a.4)(l). The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap referenced above.

- ii. The School shall receive a proportionate share of funding provided under the Exceptional Children’s Education Act, C.R.S. §§ 22-20-101 *et seq.* (“ECEA”), for special education, calculated in accordance with the following formula:

$$\frac{\text{Total District ECEA Revenue}}{\text{Total \# of Identified Students in the District}} \times \text{\# of Identified Students at The School}$$

Such funding shall be provided upon receipt by the District for the current year and each subsequent year this Contract is in effect. The School shall provide and bear the cost of special education services at the school at a level comparable to regular schools in the District serving the same grade levels, including related services and required paraprofessional support. The District shall provide access to trainings, professional development, systematic support and guidance for special education while the School will hire its own special education teacher(s) subject to review of licensing and reference checks. Where a student with disabilities enrolled in the School requires more extensive services than are customarily provided by regular District schools serving the same grade levels, the District will be responsible for providing such services. In addition, the District will provide oversight and support from central administrators, access to District-wide special education programs and defense of due process hearings through the

administrative appeal level, on the same basis as such oversight, support, access and defense are provided to other District schools. As consideration for the District's assumption of these responsibilities, for each school year of this contract the District shall retain certain funds per funded FTE pupil at the School from the revenues provided under paragraph 7.1.(A)(i) above as determined by the District from year to year as a mandatory purchased service. The District shall also retain, as consideration for its assumption of responsibilities under this paragraph 7.1(A)(ii), the funding it receives under the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 *et seq.* ("IDEA"), attributable to identified students with disabilities enrolled in the School. For the years this Contract is in effect, the amount withheld for District-wide special education oversight, support and access to District-wide programs shall be determined annually in accordance with paragraph 7.3 below. In accordance with Section 112(3)(c) of the Act, within ninety (90) days after the end of each fiscal year, the District shall provide the School an itemized accounting of all the actual special education costs that the District incurred for the applicable fiscal year and the basis of any per pupil charges for special education that the District imposed for such fiscal year. The School will provide the District with evidence that special education service providers meet educational and certification or licensing requirements of State law, documentation of the nature and duration of services provided for each student with disabilities by such service providers, and other information required to complete applications for federal and State funds for students with disabilities.

- iii. For each school year of this contract the District will withhold from funding provided to the School under paragraph 7.1(A)(i) above certain funds per funded FTE pupil at the School from the revenues provided under paragraph 7.1.(A)(i) above for District-wide English as a Second Language (ESL) services as determined by the District from year to year as a mandatory purchased service. For the school years this Contract is in effect, the amount withheld for District-wide ESL services will be determined annually in accordance with paragraph 7.3 below. It is the intent of the District that the School receive a proportionate share of funding provided by the federal and State governments for gifted and talented students and other federal and State grant sources, to the extent that the School complies with the conditions and requirements of such grants, applicable law and reporting requirements under such grants. A proportionate share of moneys generated under other federal or State categorical aid programs shall be directed to the School for each of the School's students eligible for such aid. Prior to receipt of such funds, the School shall provide the District with acceptable assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. The School shall provide the District with data necessary to complete claims for such funds.

- iv. The District will also pay to the School, for each District resident student enrolled as of October 1 of each school year an amount equal to the approved annual excess cost for such student, or an alternative agreed amount, consistently with charges for non-resident students. Excess cost shall be paid at the appropriate FTE level to reflect the schedule of the student. Should the School develop and have approved a rate for students with severe, multiple disabilities, the amount paid by the District shall be appropriately adjusted from the approved rate to credit the District for more extensive services, if any, provided by the District in kind. In the case of enrollment of a nonresident student with disabilities at the School, the School shall enter into a

contract with the student's school district of residence for tuition to cover excess costs incurred in educating the student. Prior to execution of such a contract by the School, the contract shall be submitted to the District for approval. The tuition ~~charter~~ shall be determined pursuant to guidelines developed by the Colorado Department of Education in accordance with CRS Section 22-20-109(5), provided that appropriate alternative arrangements may be negotiated for a) payment by a School District of a fixed, agreed amount, or b) School District provision of in-kind assistance combined with payment of such an agreed amount. The District shall promptly approve the School's applications for excess cost rates that are developed consistent with ~~Exhibit 16~~ Attachment 11 to this Contract, ~~the Contract as otherwise reflected in Exhibit 16.~~

**Commented [A2]:** I think this is what was meant. It would make sense to just say "The tuition contract shall be determined ..." But just "tuition" is probably the most sensible here.

**Commented [A3]:** The last phrase seems to be a stray left over from a draft --- it does not track with the rest of the sentence. And so far everything has been an "Attachment" --- not an "Exhibit" -- with 11 being the proper number if this is put in sequence. We obviously want to see this attachment (and the other attachments).

B. Bond and Mill Levy Funds.

- i. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.
- ii. Mill Levy. Pursuant to C.R.S. §22-30.5-118 and C.R.S. §22-30.5-119, if the District has a planning committee regarding a potential mill levy ballot question for the electorate, the District must allow the charter schools authorized by the District to have at least one representative on the District's planning committee. The District must notify the charter schools of the planning committee's meeting schedule. The charter schools of the District shall cooperate in determining the representative(s). The District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year. The District shall pay to the School its proportionate share of additional mill levy revenue for which it is eligible in accordance with applicable law, District policy, and ballot language. The School shall use such funds in accordance with applicable law, District policy, and ballot language. Funds shall be made available to the School at the beginning of each quarter starting July 1 for schools that use district financial services and in March once funds are received for schools that do not use district financial services.. If the School receives additional mill levy revenue, the School shall budget for and record expenditures of such revenue in a manner so that compliance with district guidelines and/or ballot language is easily identifiable in financial reports.

- C. Federal Categorical Aid. Each year the District shall allocate to the School the School's proportionate share of applicable federal Every Student Succeeds Act (ESSA) funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds

upon approval of their plans for such funds either by the District or the Department as required. District shall provide School in writing with its formulas and calculations for determination of eligibility and amounts to be received by the School, for each applicable category of title funding. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

- D. State Categorical Aid. On or before January 15 of each year, the District shall allocate or provide services to the School equal to the School's proportionate share of applicable State categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). 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 or evidence of students enrolled in the School that are eligible for such funds.
- E. Other Grants. The School will receive their equitable share of the money the District receives through relevant State and federal grants.

## **7.2 Disbursement of Per Pupil Revenue.**

- A. Disbursement of District Per Pupil Revenue Funding. Commencing on July 1 of each fiscal year of the Contract term, District per pupil revenue funding as described in Section 7.1.A shall be disbursed to the School in quarterly installments at the beginning of each quarter on July 1, October 1, January 1 and March 1, for schools holding their funds in the District accounts and dispersed monthly for schools moving their accounts outside of the District accounts, subject however, to annual appropriation and the District's receipt of the funding. The first and second quarters, July through December, funding shall be based on the School's enrollment projections submitted in accordance with Section 7.4 for schools holding their funds in the District and shall be based on student enrollment as reported through the District's student information systems for schools moving their funds outside of the district.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In December or January funding will be adjusted factoring in the final October one day count and adjusted per pupil funding as determined by the Colorado Department of Education. This adjustment will be posted back to each respective quarter that has passed, and the payments made by the District to the School under Subsection A above for the remainder of the fiscal year shall be adjusted accordingly, to fully allocate such overall adjustment for the year. If the School submits enrollment projections that vary from actual enrollment by 5% or greater, the District may adjust funding based on student counts reported in the Student Information System any time prior to the final October one day count. In addition, to the extent that the District experiences any reduction or increase in State equalization support by a legislative rescission, one day count audits or other action, proportionate reductions or increases shall be made to the School's funding. All adjustments to funding will be made by the end of the fiscal year.

## **7.3 Budget.**

On or before June 1 of each year, the School shall submit to the District its Charter Board approved balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide ESL services necessitated by



changes in revenue and/or expenses shall be provided by the District no later than April 1 of each year. The budget shall be prepared in accordance with C.R.S. §22-30.5-111.7(1)(a) and §22-30.5-112(7) and the State-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. NOTE: in the event of a mid-year revision to a budget due to a variance from a prior approved budget based on a plus or minus change of 5%, the School must submit a revised budget reflecting the variance within 30 days.

Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the reduction and 3) the date when the School will return to a balanced budget. A material violation of this Section may result in the District initiating remedies described in Section 3.2.1.

#### **7.4 Enrollment Projections.**

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 8.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

#### **7.5 TABOR Reserve.**

The School's ending fund balance for each fiscal year of the term shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will maintain a TABOR Reserve balance and ensure that balances are appropriate, in keeping with Colorado Constitutional requirements and consistent with State and District policies and law.

#### **7.6 Contracting.**

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

- A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
- B. If such agreement extends over more than one fiscal year, the financial obligations of the School arising out of the agreement are subject to annual appropriation by the Charter Board, unless reserves have been irrevocably pledged to pay future year's obligations under such agreement.

#### **7.7 Annual Audit and Trial Balance.**

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The School shall provide information required for the annual audits in accordance with the District's closing schedule and reporting deadlines, and adequate documentation to support financial information required for the audits, in a format prescribed by the auditor. A draft of the results of the audit shall be provided to the District in written form by October 15 of each year. The School shall pay

for the audit. The final audit shall be provided to the District on or before November 15. If, for causes within the School's control, the audit is not provided to the District by October 15 and November 15 of each year as outlined above, it shall be considered a material breach of this Contract, and the School shall have five (5) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by November 15<sup>th</sup> is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Any requests for extensions must be approved by the District.

#### **7.8 Quarterly Reporting.**

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b), and post required reports online pursuant to C.R.S. §22-44-301 *et seq.* Such reports shall be submitted to the District upon request or within 30 days after the end of the fiscal quarter. Year-end reports shall also be submitted upon request.

#### **7.9 Non-Commingling.**

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

#### **7.10 Loans.**

No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without District approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

#### **7.11 District Loans.**

Schools may not borrow funds from the District without approval from the District Board. TABOR reserves must be maintained throughout the fiscal year. If the School has an unplanned emergency that could result in borrowing, the District Chief Financial Officer should be notified to discuss the financial issue, forecast and revised business plan.

#### **7.12 Outside Bank Accounts**

The School shall use the District's accounting system and shall not have bank accounts outside of the District. Should the School plan to exit the District's financial support services, the District will work with the School to reach a mutually acceptable transition plan for the next fiscal year.

### **SECTION EIGHT: PERSONNEL**

#### **8.1 Employee Status**

All employees hired by the School shall be employees of the School and not the District. All employee hiring, discipline and termination decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School.

- A. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by applicable State and federal laws, rules and regulations, including but not limited to C.R.S. §22-30.5-110.5 and §22-30.5-110.7. This includes ensuring that all independent contractors and companies that

place employees in the School complete the requisite background checks. The School may contract with the District for background checks and fingerprinting services.

## **8.2 Affordable Care Act Covenants and Representations**

The School shall comply with the Patient Protection and Affordable Care Act (“PPACA”) and its related regulations, as applicable. To the extent permitted by law, the School shall indemnify and hold the District and its board members, employees, and agents harmless from and against all damages, losses, and expenses arising out of or resulting from the School’s failure to comply with PPACA and its related regulations. The School’s indemnification obligation hereunder shall survive the termination of this Contract. The School will sign the Cafeteria Plan Notice and Approval Form attached hereto as **Attachment 142**.

## **8.3 Payroll.**

Unless the School elects to contract for payroll and accounting services outside of the District pursuant to Section 9, employees shall be paid through the payroll department of the District using its procedures for recording employee work hours, overtime, absences, leaves, vacation and other adjustments, as contained in applicable District policies/regulations. If the School contracts for payroll services outside of the District, the School shall assure that records are maintained, reports are made and employment taxes are withheld and paid in accordance with the requirements of federal and State law and of the Public Employees Retirement Association.

## **8.4 Benefits.**

The School may purchase on behalf of its employees health, dental and vision insurance coverage available to District employees, at cost, provided that the School uses the District’s payroll and accounting services.

## **8.5 PERA Membership.**

All the School employees shall be members of the Public Employees Retirement Association (“PERA”) and subject to its requirements. The School shall be responsible for the cost of the employer’s respective share of any required contributions.

## **8.6 Equal Opportunity Employer.**

No individual shall be discriminated against in term, conditions or privileges or employment, excluded from participation in a program or activity, denied benefits, or otherwise discriminated against on the grounds of the individual’s race, creed, color, religion, gender, national origin or ancestry, age, mental or physical disability, sexual orientation, gender identity, genetic information or veteran status. This statement is made in accordance with the provisions of and amendments to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act of 1967, and the Rehabilitation Act of 1973.

## **8.7 Employee Welfare and Safety.**

The School shall comply with all District policies/regulations unless otherwise waived, and all applicable federal and State laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.*

#### **8.8 Employee Records.**

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations unless otherwise waived from the same, and applicable federal and State laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, §§ 24-72-201 *et seq.* The School shall provide to the District the employee identification data necessary for the payroll process and State reporting.

#### **8.9 Employee Conflicts of Interest.**

All School employees shall comply with the District's policies/regulations, and applicable State law, concerning staff conflicts of interest unless otherwise waived pursuant to Section 4.5 B.

#### **8.10 District Teachers.**

Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from their employment with the District, consistent with State law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District. Such leaves shall commence on the day following the last day of service to the District required under the teacher's current contract and shall end on the first day of the teacher's provision of services upon the teacher's return to the District. Leave for teachers will not be approved to commence prior to the completion of services by the teacher under the teacher's current contract with the District. A request for return to the District during the term of the leave may be granted by the District at its sole discretion. The status of any teacher in the District employed by the School and on an approved leave from the District shall not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. A probationary teacher shall not acquire nonprobationary status in the District or accrue credit toward nonprobationary status with the District based on employment with the School while on approved leave. The period of time during which a teacher is on approved leave for employment with the School shall not be credited as continuous service. Upon returning to the employment of the District from an approved leave, the School teachers in good standing will be provided a position with the District, although not necessarily the same position as they previously held. A probationary teacher whose contract with the District is nonrenewed prior to the commencement of services to the School will not be provided a position in the District upon completion of employment with the School.

### **SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT**

#### **9.1 Purchase of District Services.**

- A. The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.
- B. For each fiscal year of this contract, the parties mutually agree that the following services shall be provided to the School by the District at a cost as set forth in the Purchased Service Contract, which Contract is incorporated herein by this reference, from year to year for each funded FTE pupil enrolled at the School: payroll, accounting, purchasing, accounts payable (but not accounts receivable), cash

management and tax anticipation note interest expense, compensation and records, benefits enrollment and processing (where employee benefits are purchased from the District) and related costs for integration with the State, student data services, District Communications Department services, connection of phones and District workstations, District-wide mandated assessments, access to legal consultation (other than consultation on employment issues) through the District's legal counsel where such assistance is requested through the District's designated Charter School Administrator and where the District determines that such assistance is appropriate, and the ability of the School staff to participate in District staff development activities and programs on the same basis as staff employed by the District (where a fee is required for District staff, such fee shall be paid by the School). The percent of PPR charged by the District to cover the cost of the foregoing services shall be redetermined annually and incorporated in this contract as Attachment 132. Should the School elect to use an accounting and/or payroll service other than the through the District, the actual cost for services excluding the aforementioned services may be charged, and may not include any discounts as may be available to schools who choose to use all the District services including accounting and payroll.

- C. The School may purchase from the District the services and materials specified in Attachment 132 at the costs specified therein. Costs and available services and materials shall be redetermined each subsequent year this Contract is in effect and the items elected for purchase by the School shall annually and incorporated in this contract as Attachment 123. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the District for the entire budget year.
- D. The following services are not available for purchase: networking services, facilities management, telecommunications, energy management, custodial services, small engine repair, transportation/fleet management, post-secondary options, preschool and early retirement.
- E. Costs shall be adjusted annually by the District based upon its then-current budget and reconciled to actual costs within 90 days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party.
- F. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the District, unless otherwise waived in writing by the District.
- G. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year.
- H. The District Director of Risk Management may review and approve the School to purchase District insurance services and coverages set forth as evidenced in Attachment 143. The District Director of Risk Management may review and inspect the School premises to assess School operations and property conditions to assure underwriting viability to be included in District provided insurance programs. Under these circumstances, the District will provide legal services, through the District's legal counsel, for defense of suits, actions and claims against the School sounding in tort, for which the District provides insurance coverage, including appeals to federal or State courts of special education due process hearings. Such legal services shall not be provided for defense of matters involving workers' compensation (unless the District also provides the workers' compensation coverage), unemployment

compensation or disputes with the District. Any provision of a defense is conditioned upon prompt notification by the School to the District of all claims, including threatened or reasonably anticipated claims or actions; full cooperation with the District and legal counsel in defending the claim; and the School not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the District Board. The School acknowledges that in the event of a dispute between the School and the District, the District's legal counsel will represent the District and not the School. Any potential conflict of interest arising from the representation of the School by the District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct.

- I. If the School elects not to purchase the required insurance services and coverage from the District, then the District will not provide or pay for legal fees, costs or judgments incurred in defense of litigation against the School. In the event the School is not insured through the District and a special education due process hearing involving the School is appealed to federal or State court, the District will provide a defense through its legal counsel, and the School shall pay one-half of the legal fees and costs incurred in the defense of such appeal, as well as its share of any judgment resulting from such appeals (including costs of court-ordered services, in accordance with the allocation of special education responsibilities set forth in this Contract, and one-half of any award of attorney fees and/or costs). If the School retains an attorney for defense of such appeals, the School shall be solely responsible for all fees and costs incurred in connection with such representation, as well as any judgment rendered against the School.

## **SECTION TEN: FACILITIES**

### **10.1 School Facility.**

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 10 days of closing, refinancing or leasing. The School has or shall comply with C.R.S. §22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above. If the School occupies a District owned facility, the School shall work in conjunction with the District for any construction or renovation of the District facility used by the School. If the School leases or owns other property, they will be fully responsible for that property.

### **10.2 Use of District Facilities.**

The School may use District facilities in accordance with District policy.

### **10.3 Impracticability of Use.**

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

### **10.4 Long-Range Facility Needs.**

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

## **SECTION ELEVEN: CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE**

### **11.1 Renewal Timeline and Process.**

The School shall submit its renewal application by no later than December 1 of the year prior to the year in which the charter expires. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The District Board shall rule by resolution on the renewal application no later than February 1 of the year in which the charter expires, or by a mutually agreed upon date following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution.

### **11.2 Renewal Application Contents.**

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

### **11.3 Criteria for Renewal or Non-Renewal and Revocation.**

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

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).
- C. The District shall comply with all guidelines found in C.R.S. §22-30.5-110 and any other relevant provisions regarding renewal, non-renewal and revocation.
- D. Any year in which, due to change in or suspension of state assessments, public health order, or a declared disaster, the School is either not assigned a plan, or is assigned a placeholder plan based on the prior year, shall not be considered a consecutive or subsequent year for purposes of any adverse action.

### **11.4 Termination and Appeal Procedures.**

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the contents of which are described in Section 2.2.I. Termination shall

not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 2.2.H) for breach of this Contract.

**11.5 School-Initiated Closure.**

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

**11.6 Dissolution.**

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) reassignment of students to different schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

**11.7 Return of Property.**

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

**SECTION TWELVE: GENERAL PROVISIONS**

**12.1 Order of Precedence.**

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

**12.2 Amendments.**



No amendment to this Contract shall be valid unless ratified in writing by the District Board and the Charter Board and executed by authorized representatives of the parties.

**12.3 Merger.**

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

**12.4 Non Assignment.**

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

**12.5 Governing Law and Enforceability.**

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

**12.6 No Third-Party Beneficiary.**

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

**12.7 No Waiver.**

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

**12.8 Notice.**

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

**12.9 Severability.**

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

**12.10 Interpretation.**

- A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Renewal Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
- B. Business Days. As used in this Contract “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the State of Colorado are closed.
- C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.
- D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

**12.11 Nonreligious, nonsectarian status.**

The educational program of the School shall be nonreligious, nonsectarian, and, consistent with applicable law and District policy, shall not discriminate against any student on the basis of race, color, creed, national origin, sex, marital status, sexual orientation, religion, ancestry, disability or need for special education services.

12.12 Public Health Orders and Declared Disasters. Should the School at any time, due to a disaster declared by federal, state, or local authorities, or the terms of public health orders, be unable to comply fully with any term of this contract, such compelled noncompliance shall not be deemed a material breach of this contract and the Parties shall collaborate to determine substitute rules or expectations that will allow the most effective education of students that is practical, while protecting the health, welfare and safety of students, families, staff, and the general public, for the duration of such disaster or public health emergency.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Rocky Mountain Deaf School,  
a Colorado nonprofit corporation

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

ATTEST:

\_\_\_\_\_  
Secretary

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

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

President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

Approved as to form:

\_\_\_\_\_  
School District Attorney

4834-6022-6849, v. 1

## Attachments

Attachment 1: District Board Resolution

Attachment 2: Articles of Incorporation and Bylaws

Attachment 3: Selected Laws Applicable to Charter Schools

Attachment 4: Conflict of Interest Form (for Charter School Board Members)

Attachment 5: Automatic State Waivers

Attachment 6: Non-Automatic State Waivers

Attachment 7: Automatic District Waivers

Attachment 8: Non-Automatic District Waivers

Attachment 9: School Enrollment Priorities and Procedures

Attachment 10: School Vision and Mission

Attachment 11: Cafeteria Plan Approval Form

Attachment 12: Purchased Services

Attachment 13: Copy of Insurance Coverage that meets District Requirements/Certificate of Insurance

Attachment 1: District Board Resolution

Attachment 2: Articles of Incorporation and Bylaws

## Attachment 3: Selected Laws Applicable to Charter Schools

(Colorado Revised Statutes, unless otherwise noted)

### Governance, Records, and Charter Schools

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

### Safety and Discipline

7. Certificate of occupancy for the school facility: 22-32-124
8. Safe School Plan: 22-32-109.1(2)
9. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
10. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
11. Services for expelled students: 22-33-203
12. Child Protection Act of 1987: 19-3-301 *et seq.*
13. Background checks for employees: 22-30.5-110.5 and 110.7

### Educational Accountability

14. Educational Accountability: 22-7-101 *et seq.*, 22-11-101 *et seq.* (especially 22-11-210 and 22-11-401 *et seq.*)
15. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
16. Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (together ESSA): 20. U.S.C. 6301 *et seq.*, and 34 CFR Part 200, as amended
17. Colorado READ Act: 22-7-1201 *et seq.*
18. Graduation Requirements: Adopted by the State Board pursuant to 22-2-106 (*See CDE website for most up to date guidelines*).
19. Postsecondary and workforce planning, preparation, and readiness assessments: 22-7-1006 *et seq.*

### Curriculum, Instruction, and Extra-Curricular Activities

20. Instruction in federal and state history and government: 22-1-104
21. Honor and use of the U.S. Flag: 22-1-106
22. Instruction in the Constitution: 22-1-108, 109
23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
24. On-line programs: 22-30.7-101 *et seq.*
25. Participation in sports and extra-curricular activities: 22-32-116.5
26. Content standards: 22-7-407
27. Concurrent Enrollment Programs Act: 22-35-101 *et seq.*

### Exceptional Students

28. Discipline of students with disabilities: 22-33-106, 20 U.S.C 1415(k), 34 C.F.R. 519-529
29. Exceptional Children's Educational Act: 22-20-101 *et seq.*
30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794
31. Americans with Disabilities Act: 42 U.S.C. 12101
32. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 *et seq.*
33. English Language Proficiency Act: 22-24-101 *et seq.*

### Finance

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



## Attachment 4: Conflict of Interest Form

### Rocky Mountain Deaf School Board Member Certification Form

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

#### Background

1. Full legal name:

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

Yes, I affirm.

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

a. a misdemeanor related to honesty or trustworthiness, or

b. a felony.

Does not apply to me.

Yes

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

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

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

Does not apply to me.

Yes

#### Conflicts

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

a. is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).

b. any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

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

I/we do not know of any such persons.

Yes

**Board Member Certification Form (continued)**

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

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

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

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

**Disclosures for Schools Contracting with an Educational Service Provider**

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

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Conflicts for Schools Contracting with an Educational Service Provider**

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

- I/we have no such interest.
- Yes

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

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

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**Other**

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

- I affirm

## Attachment 5: Automatic Waivers of State Law and Replacement Policies

Charter School Automatic Waivers as of 6/2/17	
Statutory Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff 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-Terminate employment of 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 Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S.	School Year-National Holidays

Attachment 6: Non-Automatic Waivers of State Law and Replacement Policies

Attachment 7: Automatic Waivers of District Policy Replacement Policies

Attachment 8: Non-Automatic Waivers of District Policy Replacement Policies

Attachment 9: Enrollment Policy

Attachment 10: School Vision and Mission



**Attachment 11: Cafeteria Plan Approval Form**

Please attach the completed form as submitted to the District.

**Attachment 12: Purchased Services**

Please attach the completed form as submitted to the District.

## Attachment 13: List of District Insurance Coverage

If purchasing insurance from a non-Jeffco agency, please attach the documentation needed to verify that the school coverage's and limits meet or exceed District requirements.