Douglas County School District
Learn Today. Lead Tomorrow.

2023 - 2028

Charter Contract for Leman Classical School

Approved by Douglas County School District's Board of Education
On April 25, 2023

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CHARTER SCHOOL CONTRACT
LEMAN CLASSICAL SCHOOL

This Charter School Contract ("Contract") is made and entered on the dates identified below by and between Douglas County School District RE-1 (the "District") and Leman Classical School, also known as the Leman Academy of Excellence, a public charter school organized as a Colorado non-profit corporation (the "School") (collectively, the "Parties"). This Charter School Contract is applicable to the operation of a charter school located at 19560 Stroh Road, Parker, Colorado and the replication of this school at another location within the District, conditionally approved by District's Board of Education (the "Board") on June 21, 2022, and if all such conditions are met and the replicated charter School is built and opened, it is scheduled to begin operation in the fall of 2024 (such replicated charter school is, at times, referred to herein as "Replicated Charter School" and all contractual rights and obligations of School contained herein are applicable to the Replicated Charter School).

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 by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, on August 16, 2016, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the "Act"), the Board of Education ("Board") of Douglas County School District RE-1 (the "District") granted a charter to Leman Classical School ("School") to begin operations as a District charter school in the fall of 2017 and to operate for a term of five (5) years; and

WHEREAS, pursuant to a contract amendment, School's opening was delayed until the Fall of 2018 causing the first operational year of the Charter Contract to be the 2018-19 school year; and

WHEREAS, an October, 2021 Memorandum of Agreement clarified Leman's operational term of its charter contract such that the first school year of its operation was the 2018-19 school year and that its Charter Contract would terminate in June, 2023; and

WHEREAS, on or about March 15, 2022, Leman submitted a replication application to the District requesting authorization from the District's Board to open a second PK-8 charter school in the District; and

WHEREAS, on June 21, 2022, the District's Board adopted a resolution (the "Resolution") (attached hereto and incorporated by reference herein at **Attachment 1**) conditionally approving the replication application for a term of four (4) years, with operations to begin in the fall of 2024. Such terms and conditions having been further modified by resolution of the Board on January 24, 2023 (also attached hereto and incorporated by reference herein at **Attachment 1**) so that School's replication is subject to and pending satisfaction of the following terms and conditions:

a. A provision requiring the School to submit to the District on or before December 16, 2023, letters of intent evidencing at least 150% of the projected enrollment numbers at each grade level of Replicated Charter School.

b. A provision requiring the School to submit to the District on or before February 1, 2024, a revised 4-year balanced budget, with adequate funding for facility, personnel,

and programming costs to serve the Replicated Charter School's target population in accordance with applicable law.

c. A provision requiring the School to submit to the District on or before January 15, 2024 a location lease or purchase agreement satisfactory to the District for an appropriate charter school facility within the District's boundaries that complies with applicable planning, construction, and occupancy requirements for a public charter school that will be available for occupancy for the operation of the Replicated Charter School on or before August 1 of its first year of operation.

WHEREAS, on or before September 1, 2021, a renewal application was submitted by School asking the District to renew its charter for a term commencing on July 1, 2023 and ending of June 30, 2028; and

WHEREAS, on January 24, 2023, the District Board of Education ("District Board") adopted a resolution (the "Resolution") (attached hereto and incorporated by reference herein at **Attachment 1**) approving the School's charter school renewal 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 ONE: ESTABLISHMENT OF SCHOOL

1.1 Term; Conditions Precedent; Pre-Opening Conditions.

A. This Contract is effective as of July 1, 2023 and shall continue through June 30, 2028. The District and School agree that the terms of this Charter Contract, effective on July 1, 2023, shall be applicable to both the charter school facility located at 19560 Stroh Road, Parker, Colorado and the Replicated Charter School, anticipated to be opened in the Fall of 2024 The District and School further agree that the Charter Contract for Leman Classical School [Replicated] approved by the District's Board on January 24, 2023 shall be superseded by this Contract. Although this Contract renews the operation of the school facility located at 19560 Stroh Road, Parker, Colorado for an additional period of five (5) years and authorizes the operation of the Replicated Charter School for a period of four (4) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. 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. A School Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal of the application.

B. The School shall comply with any and all pre-opening conditions of renewal and replication and the establishment of Replicated Charter School as set forth in the Resolutions attached to this Agreement at **Attachment 1 and as stated below** ("Replication Conditions of Approval"):

1. School shall submit to the District on or before December 16, 2023, letters of intent evidencing at least 150% of the projected enrollment numbers at each grade level of Replicated Charter School.

2. School shall submit to the District on or before February 1, 2024, a revised 4-year balanced budget for Replicated Charter School, with adequate funding for facility, personnel, and programming costs to serve the Replicated Charter School's target population in accordance with applicable law.

3. School shall submit to the District on or before January 15, 2024 a location lease or purchase agreement satisfactory to the District for an appropriate charter school facility within the District's boundaries that complies with applicable planning, construction, and occupancy requirements for a public charter school that will be available for occupancy for the operation of the Replicated Charter School on or before August 1 of its first year of operation.

School's failure to comply with one or more of the Replication Conditions of Approval shall be a material breach of the Contract and shall be grounds for District intervention or revocation of this Contract authorizing the opening of Replicated Charter School pursuant to Section 2.2.K or Section 11.3 of the Contract. The District may waive or modify the Replication Conditions of Approval, including the dates for completion of certain conditions, upon good cause shown by School.

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 shall 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 and all efforts by School undertaken to build and initiate operation of Replicated Charter School shall be completed 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 School as set forth in its Articles of Incorporation will be limited to the operation of a charter school pursuant to the Act.

C. Charter School Legal Status. School shall be incorporated as a Colorado non-profit. 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. School shall notify the District promptly of any change in its corporate and/or tax exemption status. School shall be 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 4.5 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. The School also is a local public body within the meaning of C.R.S. § 24-6-402(1)(a) and is additionally subject to the Sunshine Law and the Open Records Act.

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 School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization including any education management provider whose services are retained by School as well as other charter schools who retain the services of the same education management provider.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

A. Right to Review. School shall operate under the auspices of, and shall be accountable to, the District and shall be subject to and comply with all applicable federal and state laws and regulations and District policies and regulations including the requirements of the applicable Douglas County Charter School Procedure Manual as revised from time to time, 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 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:

1. School records, including but not limited to, student cumulative files, policies, special education and related services;
2. Financial records;
3. Educational program, including test administration procedures and student protocols;
4. Personnel records, including evidence criminal background checks have been conducted;
5. School operations, including health, safety and occupancy requirements;
6. Inspection(s) of the facility or facilities; and
7. Board minutes, meeting notices, agendas, other records, and communications.

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 Schools, 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 within ten (10) 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 the School's closure, lockdown, emergency drills or any other action that may affect School's 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 School that it receives from the State or other sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, 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 as required by law. 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, 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.

G. Right of Entry. District shall have the right for any of its duly authorized representatives to enter upon the grounds and into the buildings of School at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, especially as related to the District's operations of a Center-Based Program in Replicated Charter School's building.

2.2 School Rights and Responsibilities.

A. District Run Center-Based Programs at Replicated Charter School. School agrees to the District's implementation of Center Based Programs at the school site of Replicated Charter School consistent with the agreements and obligations to be agreed upon in writing between District and School no later than six (6) months prior to the opening of the Replicated Charter School.

B. Weighting of Lottery System(s). School will develop a weighted lottery acceptable to the District and authorized by law to address the District's need for capacity relief in the District's Parker Region.

C. Records. The School agrees to comply with all federal, state, and District record keeping and reporting 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 School's 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 reported online in accordance with the Financial Transparency Act and any other federal and state laws addressing financial transparency 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 requirement.

D. Notification Provided to the District.

1. 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 including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or

    b. Any complaints filed against the School by any governmental agency including, but not limited to OCR, CCRD, and EEOC.

2. 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, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7 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.

E. Compliance. The School shall comply with all 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 2**. Lack of inclusion in **Attachment 2** does not excuse noncompliance or non-performance by the School.

F. Intentionally Deleted.

G. Reports. The School shall provide to the District in a timely manner 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) calendar days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.K. If any date identified in this Section and its Subsections falls on a Saturday, Sunday or a legal holiday, the report shall be due on the next following business day.

1. Reports Related to Accreditation. The School shall provide the District all required documents set forth on the Data Submission timeline that include but are not limited to: (1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results, including evidence the School met, exceeded, or made reasonable progress toward meeting its objectives; (4) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with the Every Student Succeeds Act ("ESSA"), if required by CDE or the District; (5) a description of the District services provided to the School and their effectiveness and efficiency; and, (6) Colorado Department of Education annual report requirements not otherwise listed above.

2. Financial Reports. Required financial reports in to posting financial date on-line in accordance with C.R.S. §§ 22-44-301 *et. seq.*

    a. Proposed budget on or before April 15

    b. Projected enrollment on or before November 1.

    c. Revised Budget on or before December 15.

    d. Final revised School budget on or before May 15.

    e. Adopted Budget on or before May 30.

    f. Quarterly and Year-End financial reporting: In accordance with Section 7.8, School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b), and post required reports pursuant to C.R.S. §§ 22-44-301 et seq. Such reports shall be submitted to the District on or before the following dates:

        I. 1st Quarter by October 31;
        II. 2nd Quarter by January 31;
        III. 3rd Quarter by April 30; and
        IV. 4th Quarter by August 30.

        An unaudited year-end financial report shall be submitted by August 30. Any other year-end reports shall be submitted upon request.

    g. Reporting of Audit: Annual audit drafts are due by October 15 and final copies on or before October 31. Audit information includes an audit performed by a Certified Public Accountant, CDE data pipeline file, and CDE Assurances for Financial Accreditation.

3. School Calendar. The School shall provide the school calendar applicable to the charter school facility located at 19560 Stroh Road, Parker, Colorado on or before November 5, 2023 and shall provide the school calendar applicable to the Replicated Charter School for the 2024-25 school year on or before October 1, 2023 and for future school years, the School shall provide the school calendar for School on or before November 15 of the prior school year.

4. Health and Safety Information. The following information shall be reported, including:

    a. an updated monthly report of fire and safety drills for the current school year pursuant to the School's Emergency Drills Summary on or before the last day of each month;

    b. a report of previous year's fire and other safety drills shall be submitted by August 1;

    c. updated emergency plans, emergency contact information, etc. to be submitted by September 1, and within seven (7) business days of any revisions thereafter.

5. Bond Documentation. The School shall provide closing documents and bank statements no later than five (5) business days after request by District.

6. Safe School Plan. The School shall comply with the Colorado Safe Schools Act, including C.R.S. § 22-32-109.1 and shall comply with District policy addressing safe schools, including Policy No. ADD, unless otherwise waived, and complete the required information annually by August 31 of each school year. The School shall submit the information to the District's Director of Security and the District's Choice Programming Office. The District will be responsible for communicating the information to local responders.

7. Governance Information. The School shall provide the following information to the District's Choice Programming Office before the dates, identified below:

    a. Charter Board membership (i.e., names/contact info, terms) - August 15;

    b. Charter Board member conflict of interest disclosures – August 15

    c. Current Bylaws – within ten (10) business days after any material changes, and

    d. Current Articles of Incorporation – within ten (10) business days after any material changes.

8. Insurance Certification. The School shall annually provide insurance certification to the District's Choice Programming Office by August 15 for each year of the Contract's term.

H. 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 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.

I. 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 3**.

J. District-School Dispute Resolution Procedures. In the event any dispute arises between the District and the School concerning this Contract and is not subject to immediate appeal to the State Board of Education (the "State Board"), including but not limited to the implementation of or waiver from any District policies, regulations or procedures, such dispute shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

1. The School and the District agree that the existence and details of a dispute notwithstanding, both Parties shall continue their performance hereunder without delay except for any performance which may be directly affected by such dispute.

2. Either party shall notify the other party that a dispute exists between them within 30 (thirty) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and Section of the Agreement that is in dispute and the grounds for the position that such article and Section is in dispute. The matter shall be immediately submitted to the Head of the School and the Superintendent of the School District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

3. In the event these representatives are unable to resolve the dispute informally, then within thirty (30) days after the date of notification by one to the other of the existence of a dispute, the matter may be submitted to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following the moving party's written request for mediation. If the parties are unable to agree upon a mediator within that time, the Parties shall jointly obtain a list of available mediators from the Judicial Arbiter Group, Denver, Colorado and have it delivered to the non-moving 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.

4. 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 60-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 District 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.

K. 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.

   1. Withholding Funds. The District may withhold a portion of the School's monthly payment for failure to comply with the financial reporting requirements set forth in

this Contract as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). The District may withhold such funds only until such time as the School complies with the financial reporting requirements. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).

2. 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.

3. Seeking Technical Assistance. The District may require the School to seek technical assistance from a provider if the School is required to prepare and implement a priority improvement plan or turnaround plan. If the School has an education management provider, the School shall seek technical assistance from a provider other than the School's education management provider.

4. Exercise of Emergency Powers. The District may request that the Commissioner 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.

L. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in the following process:

1. 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.

2. 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 Lead Administrator or his designee shall be given an opportunity to meet with the Superintendent or his designee to discuss the notice within five (5) business days.

3. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.J (i) through (iv).

M. 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.J, file an appeal with the State Board, or seek other remedies provided by law.

N. 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.I of this Contract. As used herein, a "material modification" shall include a modification that significantly increases the number or percentages of votes required to take major actions, 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, Charter School's School Accountability Committee meeting agendas and minutes, and related documents readily available for public inspection including posting of such information on the School's Website. The School shall also post on its website in a timely manner information about Charter Board members, Charter Board meetings, financial information and audits, relevant School documents, the School's process for resolving public complaints, and other information that may be of interest to students, parents, and community members. The School shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings and Open Records laws, and shall adopt and strictly enforce a conflict-of-interest policy including a policy to avoid conflicts of interest between the School and any education management provider whose services are retained by the School.

3.4 Complaints.

A. 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 that provides for a final administrative appeal to be heard by the Charter Board. Any material changes to the process shall be submitted to the District for approval prior to implementation.

B. To the extent that the District received a complaint regarding School, District agrees to notify the School within ten (10) days of receipt by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity. Thereafter, any such complaint shall be addressed consistent with Subsection 3.4.A. above. The District shall be notified of the School's response to the complaint within thirty (30) business days of resolution by notification to the District's Choice Programming Office.

3.5 Contracting for Educational Services.

Unless approved by the District in writing, which approval shall not be unreasonably withheld, the School shall not enter into a contract or subcontract for the management or administration of its instructional program or services, including special education and related services. If the School desires to enter into a contract or subcontract for the management or administration of its instructional program or services, then at a minimum, such contract or subcontract shall satisfy the requirements set forth in **Attachment 4**. If the School fails to comply with this Section, it shall be a material breach of the Contract.

3.6 Contracting for Operational and Administrative Services.

A. 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. The School will adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case-by-case basis as requested by the School.

B. The District acknowledges that the School may contract with a charter school management consultant for the operational and administrative services. This Contract and the District's obligations hereunder are conditioned upon School developing an agreement with such charter school management consultant that satisfies the requirements set forth in **Attachment 4**. If School fails to comply with this provision, it shall be a material breach of the Contract.

3.7 Volunteer Requirements.

School may request parents commit to volunteer services consistent with Colorado law. A copy of the School's Volunteer Policy and any subsequent changes thereto shall be provided to the District's Choice Programming Office.

3.8 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with state law and District policies and regulations regarding ethics and conflict of interest. Subject to approval of the District as applicable, if the School enters into a contract with a charter school management consultant, then School acknowledges and agrees that its board members shall not be employed by such consultant or such consultant's affiliate and shall not be employed with another charter school who retains the services of such consultant.

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 School 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 Agreement.

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 Agreement.

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. Transportation. The District and the School acknowledge and agree that transportation is not provided to students attending the charter school facilities operated by School by the District, unless separately arranged by contract with the District or unless student is attending the District's center-based program at the Replicated Charter School and transportation is required to be provided by a center-based student's IEP. In all other circumstances, the School shall be responsible for providing transportation services, if any, to students attending the charter school facilities operated by School. The District and the School agree that enrollment at the School is a choice and as such students with disabilities who choose to attend School are generally not eligible for transportation services.

B. Food Services. If the School utilizes the District's food services, School may not opt out of providing free lunches to students for so long as the District provides free lunches to its students.

4.4 Insurance.

The School shall purchase insurance protecting the School and Charter Board, School employees, and School volunteers (if allowable by policy), and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance), and such other insurance as identified below which identifies the minimum coverages for the current school year:

Comprehensive general liability - $2,000,000 Per Occurrence/$5,000,000 Annual Aggregate.
Sexual Molestation - $5,000,000.

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

The District shall provide at least sixty (60) 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 of Colorado and that are rated by A.M. Best Company not lower than "A-VII". Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District.

The School shall provide certificates of insurance to the District's Director of Risk by August 15 annually. An endorsement and waiver of subrogation as noted below shall be provided to the District's Director of Risk:

- Endorsement: These insurance policies shall name the Douglas County School District RE-1, its officers, directors, board of education, and employees as additional insureds and shall provide for written notice to District before cancellation or non-renewal of such insurance.

- Waiver of Subrogation: A waiver of subrogation must be included as an attached endorsement for the following policies, as applicable: commercial general liability, automobile, workers' compensation, and sexual abuse or molestation.

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) calendar days prior written notice by certified mail, return receipt requested, sent to the School and the District's Director of Risk. The School shall notify the District's Director of Risk within ten (10) calendar days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

4.5 Waivers.

A. State Laws and Regulations.

1. 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 will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, 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. The list in effect as of the Effective Date is attached in **Attachment 5**.

2. 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.

3. Non-automatic Waiver Requests. If School complies with the timely provision of the School's rationale in support of waiver request(s) from state laws and regulations, then District's Board agrees to jointly request waiver of 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.

4. Subsequent Waiver Requests. The School may request additional non-automatic waivers. 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 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. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District Policies.

1. Applicable Waivers. School shall be granted certain waivers from District policies set forth in **Attachment 7** upon approval of the District's Board of Education (the "District's Board"), which may include approval by the District's Board of acceptable replacements.

2. Subsequent Waiver Requests. The School may request additional waivers. 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. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required. To the extent additional waivers are granted or waivers are otherwise amended, they shall be attached to this Contract at **Attachment 8** which shall be amended to reflect the additional waiver and its effective date.

3. Revocation of Waivers. For reasonable cause and after providing notice to School, the District's Board may revoke waivers previously granted.

4.6 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 the School's policy, which will comport with best practices for charter schools and state law.

4.7 Traffic Planning.

Charter School site location and the process of student loading and unloading is critical for safe and efficient traffic operations both on school property and the surrounding roadway network. Charter School staff, parents and students need to be aware of this reality and participate in providing a safe and organized flow of traffic. The School must have developed and shall maintain a Traffic Management Plan (TMP) approved by the applicable land use authority. The TMP shall serve as the framework for morning drop-off and afternoon pick-up operations.

The TMP shall be adhered to by the School and must be readily available to all parents and students. Any physical changes to the school site (such as building expansion, parking lot revision, stacking lane revision, etc.) or changes in enrollment will require an amendment to the TMP, in addition to local government land use approvals. TMP's and Traffic Impact Analyses are site specific, therefore, if a Charter School changes locations, a new TMP and Traffic Impact Analysis will be required. Any amendments to the TMP shall be coordinated with and approval sought from the local government jurisdiction.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

School may serve students in grades PK-8 in one location at 19560 Stroh Road, Parker, Colorado and in another location within the geographic boundaries of the District mutually agreed upon by District's Board and School.

5.2 Student Demographics.

As required by the Colorado Charter Schools 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.**

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 facilities and sites. The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both Parties.

5.4 Eligibility for Enrollment.

The School shall limit enrollment of students accepted to School 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 and the requirements outlined in Section 5.6 below with respect to the admission process and procedures for enrollment of students with disabilities.

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

A. It is agreed that enrollment preferences and selection methods for students who attend School are left to the discretion of the School so long as School weights its lottery system(s) in a manner acceptable to the District if requested and so long as School complies with requirements of state and federal law, including allowance for equal educational opportunities.

B. School agrees to adhere to District open enrollment timelines and procedures as described in **Attachment 10.**

C. As requested by District, School agrees to implement an annual weighted lottery system in collaboration with the District for the purpose of relieving and/or preventing overcrowding in District-run schools.

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities

A. The two-step process shall be implemented when considering whether a student who is eligible for special education services is able to enroll in School. The two-step process includes an admissions phase of the process and an enrollment phase of the process.

B. School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students. The School's application materials should not in any way include questions about disability status or whether or not a student has an IEP or Section 504 Plan.

C. School may not inquire into whether a student has an IEP until the student has been admitted into the enrollment phase of the process, meaning that no such inquiry shall be made until the student has been successful in any lottery or similar process and School has offered a space to the student and the parent(s)/guardian(s) has accepted the offer. Following a student's admission into the enrollment phase of the process, the School may inquire about disability status and request a copy of the student's IEP.

D. After receipt by School of the student's IEP, School shall cooperate with the District's Special Education Director or designee in any initial review of a student's IEP to address whether the student's IEP can be appropriately implemented at the School.

    1. If it is determined that student's IEP can be appropriately implemented at School after the initial review of a student's IEP, student shall be enrolled to attend School.

2. If it is initially determined that student's IEP may not be able to be appropriately implemented at School, an IEP team meeting shall be convened to determine whether the student's IEP can be appropriately implemented at School.

    a. If the IEP team determines that student's IEP can be appropriately implemented at School, student shall be enrolled to attend School.

    b. If the IEP team determines that student's IEP cannot be appropriately implemented at School, student's enrollment to attend School may be denied and the IEP shall include a specific explanation of the IEP team's determination or a separate prior written notice that meets the requirements of state and federal law shall be provided to parents.

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

F. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.

G. An application for enrollment at School may be denied for a student with disabilities in the same manner and for the same reasons as such application may be denied for a student without disabilities.

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 agreement of the District and the School. Such written agreement shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

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 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 enrolled, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement.

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 applicable law and District policy.

5.10 Expulsion and Denial of Admission.

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 in accordance with this Contract and applicable law. Where the School's Administration and/or Charter Board recommends a student for expulsion, the proceedings shall be referred to the District for handling through the District's expulsion processes. However, the Charter Board, or its designee, shall make findings of fact and recommendations which shall be provided to the District's Superintendent or designee for use and consideration when the District implements its expulsion processes. Any decision to expel a Charter School student by the District Board shall specify which District schools the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled School students shall be the sole responsibility of the School, in cooperation with the District, with all costs for such services to be borne by the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School, in cooperation with the District, with all costs for such services to be borne by the School.

The District's Board shall have final authority regarding appeals in student expulsion cases.

5.11 Continuing Enrollment.

Pursuant to Colorado state law, students who enroll in the School shall 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.

Classical Education puts young minds to work and will lead young people to understand themselves and the world around them. Leman Academy is a classical school that equips students with the proven tools of learning that are structured around the Trivium. "for the sole end of education is simply this, to teach men and women how to learn for themselves; and whatever instruction fails to do this is effort spent in vain." --Lost Tools of Learning, Dorothy Sayers.

6.2 Mission.

Leman Academy of Excellence offers a rigorous, classical education based on the traditions of Western culture where all disciplines are interrelated, allowing scholars the ability to think independently and critically. We purpose to partner with supporting parents, pursue excellence, provide a safe and challenging environment, and instill morals and values in order to produce tomorrow's leaders today.

6.3 Goals, Objectives, and Pupil Performance Standards.

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

A. 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. Identification for Support and Improvement Under ESSA. If the School has been identified or targeted for support and improvement, they must promptly address the areas identified as deficient.

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 laws governing incidents of school violence under C.R.S. § 24-10-106.3, 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 by law, including 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 Application and this Contract.

6.4 Educational Program Characteristics.

School shall implement and maintain educational program characteristics consistent with its replication and renewal applications and the educational program characteristics of the educational program as described below:

Leman Academy of Excellence's mission is to offer a rigorous, Classical Education where all disciplines are interrelated allowing scholars the ability to think independently and critically. We propose to partner with supportive parents, pursue excellence, provide a safe and challenging environment, and instill morals and values in order to produce tomorrow's leaders today.

Our Core Values

Academic Excellence

We have adopted a rigorous, classical approach to education. We believe that the holistic approach personified by the classical model is exceptionally outstanding in preparing the scholar to retain knowledge, think logically and analytically, communicate effectively and succeed in life by being a responsible, caring, contributing member to society. Within that context, every teacher is passionate about their subject and has exceptional qualifications to perform their role with excellence. High academic standards are maintained for each scholar, with the expectation that each can succeed. Every young person is encouraged to maximize his/her learning potential and develop a lifelong love for learning.

Partnership with Families

We believe that parents have the ultimate responsibility for the education of their children. We serve as an extension of the home, partnering with parents and serving families in the intellectual, social, emotional and ethical development of their children. Parental support is essential to the success of educating young people with a classical approach to education. Teachers, administration and parents must work together to make sure that scholars' learning takes place in both the school and the home.

Children & Learning

We believe children are unique and worthy of our utmost attention, love and respect. The child's mind is not a blank slate or a bucket to be filled. It is a living thing and needs knowledge to grow. We believe that each child has powers of mind which fit him to deal with all knowledge proper to him, and therefore, we should give him a full, rich and generous curriculum, taking care only that all knowledge offered him is vital, that is, that facts are not presented without their informing ideas, allowing scholars to think in an independent and critical fashion.

6.5 GED and On-Line Programs.

The School's educational program as contained in the application and currently operated and as reviewed by the District does not include an on-line program pursuant to C.R.S. §§ 22-33-104 *et seq.*, or a GED and the School is accordingly prohibited from offering such online or GED programs.

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed 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.

6.7 Tuition and Fees.

A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2) and C.R.S. § 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 C.R.S. § 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.

6.8 English Language Learners

The School shall provide resources and support to English language learners to ensure that English language learners are given meaningful access to grade level content, acquire proficiency in English, and achieve grade level standards. The School shall follow the District's procedures for identifying, assessing, monitoring and exiting English language learners.

6.9 Education of Students with Disabilities.

A. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.

B. School shall provide special education services to students eligible for special education services under the Individuals with Disabilities Education Act (IDEA) Consistent with an enrolled student's IEP.

C. Special education services at the School shall be commensurate with those provided at other District schools. If the School hires its own special education teacher(s) they will be subject to a review of licensing by District personnel.

D. The cost for special education services provided by the District pursuant to this Section is described in the DCSD Purchased Services Agreement, negotiated between the School and District on a yearly basis. In addition to these costs, the School shall be responsible for providing and paying the cost of defense for any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Colorado Department of Education (state complaints), the Department's Federal Complaints Officer, or IDEA due process proceedings and the District shall be available for assistance and consultation. 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.

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

F. 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.

G. The School's special education teachers may participate in monthly staff meetings sponsored by the District and newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment.

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

I. 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.

6.10 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 of charter-enrolled students 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.

6.11 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.

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

A. Funding.

1. The District shall provide funding to the School in an amount equal to 100% of the District's Per Pupil Revenue (PPR) as the same may be established from year to year, adjusted in accordance with the State Finance Act or other matters impacting the PPR for each District resident student enrolled in the School. So long as the School is not in material breach of this Contract, this funding will be made available to the School in twelve (12) monthly installments, commencing July of each fiscal year. Funds shall be disbursed within five (5) business days of being received by the District. In the event the School is not operating with students in attendance by October 1 of each fiscal year, payments to the School shall cease until such time as the School is officially in session with students in attendance. If the School fails to open during any school year, those funds paid to the School prior to October 1 shall be refunded by the School to the District. The term "enrolled" as used in this provision shall be deemed to mean enrolled as of the official counting dates or periods and in accordance with the School Finance Act of 1994, found at C.R.S. §§ 22-54-101 *et seq.* and the State Department of Education regulations. If the State Auditor disallows counting of some of the School's students, then its funding for a following school year will be reduced by the same amount.

2. In addition to the foregoing provisions, to the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to the School's funding by adjustment or set-off in subsequent months.

3. On or before March 15 of each year of the charter, the School and the District will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the District's and the School's budget development and adoption processes. In future fiscal years, it is agreed that the amount of funding provided to the School from the District shall not be less than that required by law or as may be agreed to by the Parties.

4. The School will be able to apply for federal and state grant funds under the same conditions as other District schools, including approval by the District's Grant Coordinator. If requested, the District will provide special education services in accordance with such fees, as may be agreed to between the Parties. Any state reimbursement for transportation of special needs students by the District will be retained by the District.

5. The funding of that portion of the PPR paid by the District to the School shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor reduced

by an appropriate proportionate reduction in state equalization support as a result of legislative action, payable in 12 equal monthly payments. This amount shall not be increased or decreased due to any change in monthly enrollment during the year. Provided, however, the District reserves the right upon 30 calendar days prior written notice to the School to adjust the payments to be made to the School in the event of a substantial reduction in the School's monthly student count as may be determined by the District, in which event the pro-rata share of funds shall be retained by the District. In the event the District should, for any reason, lose the state funding allocated to any student who has withdrawn from the School, said funding shall be deducted from subsequent payments to the School.

6. The School must provide an address of record, the name of the contact person for fiscal matters and where funds are to be sent at least 30 calendar days in advance of when funds are to be made available.

7. The School will make no supplemental budget requests to the District to cover unanticipated expenditures or debts.

B. Bond and Mill Levy Funds.

1. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall have the sole determination of whether or not capital construction is includable in a Bond issue for the School. The District shall comply with all statutory requirements for making such determination.

2. Mill Levy. The District shall share mill levy funds with the School in accordance with applicable law and District policy.

7.2 Adjustment to Disbursements of Per Pupil Revenue.

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. 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.

7.3 Budget.

On or before April 15 each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. § 22-30.5-111.7(1)(a) and C.R.S. § 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. 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 2.2.K.

7.4 Enrollment Projections.

The School shall provide the District with an initial projection of enrollment for the next school year by November 1 and final enrollment projections for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 5 percent (5%) of the official membership for the current school year. After the Replicated Charter School begins its operations, anticipated to be Fall of 2024, the School shall provide the District with its latest and best estimates of its anticipated enrollment at the Replicated Charter School for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 5 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 7.2 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 shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will establish a TABOR Reserve account 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. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board.

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. 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 October 31. If, for causes within the School's control, the audit is not provided to the District by October 15 and October 31 of each year as outlined above, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the Parties may agree, to cure such breach. If the failure to provide the audit to the District by October 31 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(l)(b) in substantially the same format as shown in **Attachment 11,** and as which may be changed from time to time, and post required reports pursuant to C.R.S. §§ 22-44-301 *et seq.* Quarterly reports shall be submitted to the District electronically by submission to the Choice Programming Office.

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. School may not enter into financial relationships with other charter schools who have retained the services of the School's education management provider.

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.

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 discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School.

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 state and federal applicable laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and C.R.S. § 22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks.

8.2 Affordable Care Act.

The School is not a part of a "Controlled Group" with the District for purposes of the Patient Protection and Affordable Care Act ("PPACA"). 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.

8.3 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.

8.4 Equal Opportunity Employer.

The School affirms that, consistent with applicable law and District policies/regulations, it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, marital status, sexual orientation, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

8.5 Employee Welfare and Safety.

The School shall comply with all District policies/regulations, 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.* and C.R.S. § 24-10-106.3.

8.6 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations, 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.*

8.7 Employee Conduct.

All School employees shall comply with applicable District staff conduct policies, including non-discrimination policies, unless expressly waived in writing pursuant to Section 4.5 of this Contract, and applicable state law, concerning staff conduct and staff conflicts of interest.

SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT

9.1 Direct Costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-1 12(2)(b.5). Such negotiations shall be concluded by March 15 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate written agreement, such costs are reflected in the applicable DCSD Purchased Services Agreement as amended yearly. A copy of the DCSD Purchased Services Agreement for the 2024-25 School year is attached as **Attachment 12.** If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the District may withhold an amount equal to the total amount of direct costs incurred in the prior year until such an agreement is reached.

9.2 District Services.

Except as provided by applicable written agreement between the School and the District, or as may be required by law, the School shall be responsible for all costs associated with its school operations,

including the cost of contracting for goods and services. The DCSD Charter School Purchased Services Agreement providing for the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such DCSD Charter School Services Agreement shall be finalized by March 30 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.

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 for the operation of Replicated School. 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 five (5) business 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 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 policies KF and KF-R, Community Use of School Facilities.

10.3 Long-Range Facility Needs.

If 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 for renewal of the operations of Replicated School by no later than September 1 of the year prior to the year in which the School's Charter expires. At least fifteen (15) calendar 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 should 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.

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, including C.R.S. § 22-30.5-110(3), as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to the following:

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

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

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.

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 content of which are described in Section 2.2.L (1). 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.L) for breach.

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

SECTION 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 the charter 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 Lead 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 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 or electronically 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.

(SPACE BELOW INTENTIONALLY LEFT BLANK)

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

LEMAN CLASSICAL SCHOOL,

a Colorado non-profit corporation

By: _____
President, Board of Directors

Date: May 4, 2023

ATTEST:

_____
Secretary, Board of Directors

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have entered into and executed this Contract as of the date(s) written below.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: Mike Peterson

Mike Peterson
President, Board of Education

Date: Apr 27 2023

DOUGLAS COUNTY SCHOOL DISTRICT No. RE-1-COLORADO- THE COUNTIES OF DOUGLAS AND ELBERT-- OF SEAL

Attest:

Becky Myers
Secretary, Board of Education

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

LEMAN CLASSICAL SCHOOL,

a Colorado non-profit corporation

By:_____
President, Board of Directors

Date:_____

ATTEST:

_____
Secretary, Board of Directors

(THIS SPACE INTENTIONALLY LEFT BLANK)

ATTACHMENT 1: DISTRICT BOARD RESOLUTION CONCERNING RENEWAL APPLICATION

RESOLUTION OF THE BOARD OF EDUCATION
OF
DOUGLAS COUNTY SCHOOL DISTRICT RE-1

(Regarding Conditional Approval of Leman Classical School's Replication Application)

WHEREAS, Leman Classical School, also known as the Leman Academy of Excellence (hereinafter referred to as "Leman" or the "Applicant") is a charter school of Douglas County School District ("District") that is presently authorized to operate one PK-8 charter school in the District pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to -120 (the "Act"); and

WHEREAS, on or about March 15, 2022, Leman submitted a replication application (the "Replication Application") to the District requesting authorization from the District's Board of Education ("Board") to open a second PK-8 charter school (the "School") in the District; and

WHEREAS, the District's Charter Application Review Team (the "CART") and District staff have reviewed the Replication Application and recommended to the Board that the Board approve the Replication Application for the reasons set forth in their written recommendation; and

WHEREAS, the Board of Education has considered the Replication Application, District Policy, the Act, oral and written submissions from the public, and the written recommendation from the CART and District staff; and

NOW, THEREFORE, BE IT RESOLVED by the Board that the Replication Application is conditionally approved, and a charter is conditionally granted for a term of four (4) years, with operations to begin in the fall of 2024, subject to and pending satisfaction of the following terms and conditions, as well as other terms and conditions as may be required by law:

1. That a contract acceptable to the Board and the School be negotiated and executed no later than ninety (90) days after the effective date of this Resolution unless the parties jointly waive such timeline pursuant to C.R.S. § 22-30.5-106(2). Such contract shall include the District's standard terms and conditions, as well as the following provisions specific to the School:

    a. A provision requiring the School to submit to the District on or before December 16, 2022, letters of intent evidencing at least 150% of the projected enrollment numbers at each grade level.

    b. A provision requiring the School to submit to the District on or before February 1, 2023, a revised 5-year balanced budget, with adequate funding for facility, personnel, and programming costs to serve the School's target population in accordance with applicable law.

    c. A provision requiring the School to submit to the District on or before January 15, 2023 a location lease or purchase agreement satisfactory to the District for an appropriate charter school facility within the District's boundaries that complies with applicable planning, construction, and occupancy requirements

for a public charter school that will be available for occupancy by the School on or before August 1 of its first year of operation.

2. The Board hereby authorizes the Board President, the Superintendent, or their respective designees to negotiate and execute a charter contract consistent with this Resolution.

PASSED AND ADOPTED this 21st day of June, 2022 by a vote of 6-1.

AYES: Hanson, Meek, Myers, Peterson, Williams, Winegar
NAYS: Ray

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By Mike Peterson
Mike Peterson, President

DOUGLAS COUNTY SCHOOL DISTRICT NO. RE-1 COLORADO
THE COUNTIES OF DOUGLAS AND ELBERT
SEAL
Attest:

By Becky Myers
Becky Myers, Secretary

4866-4323-5109, v. 1

RESOLUTION OF THE BOARD OF EDUCATION
OF
DOUGLAS COUNTY SCHOOL DISTRICT RE-1

(Approving Leman Classical School's Renewal Application)

WHEREAS, on August 16, 2016, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the "Act"), the Board of Education ("Board") of Douglas County School District RE-1 (the "District") granted a charter to Leman Classical School ("School") to begin operations as a District charter school in the fall of 2017 and to operate for a term of five (5) years; and

WHEREAS, pursuant to a contract amendment, School's opening was delayed until the Fall of 2018 causing the first operational year of the Charter Contract to be the 2018-19 school year; and

WHEREAS, an October, 2021 Memorandum of Agreement clarified Leman's operational term of its charter contract such that the first school year of its operation was the 2018-19 school year and that its Charter Contract would terminate in June, 2023; and

WHEREAS, on or before September 1, 2022, the School submitted to the Board a charter school renewal application seeking another renewal of its charter for a term commencing on July 1, 2023, and ending on June 30, 2028 (the "Renewal Application"); and

WHEREAS, District staff have reviewed the Renewal Application and have provided a written recommendation, including the reasons supporting the recommendation, regarding the Renewal Application; and

WHEREAS, at a public Board meeting held on December 13, 2022, the School presented additional information to the Board regarding the Renewal Application; and

WHEREAS, the Board has thoroughly considered the Renewal Application, Board policy, the Act, oral and written submissions from the School and the public and the recommendations of District staff.

NOW THEREFORE, BE IT RESOLVED by the Board as follows:

1. That approval of the Renewal Application is in the best interests of the District, its students, and the community, and the School's charter is hereby renewed for a five-year term, subject to the conditions set forth in this Resolution.

2. That the District and the School negotiate and enter into a mutually acceptable charter school renewal contract no later than ninety (90) days after the adoption date of this

Resolution, unless otherwise agreed between the District and School. Such renewal contract shall contain the District's standard terms and conditions.

3. The Board hereby authorizes the Board President, the Superintendent of Schools, or their respective designees to negotiate and execute such contract.

Adopted this 24th day of January, 2023 by a vote of 7-0.

AYES: Hanson, Meek, Myers, Peterson, Ray, Williams, Winegar

NAYS: N/A



Attest:

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: Mike Peterson

Mike Peterson, President
Board of Education

Becky Myers, Secretary
Board of Education

RESOLUTION OF THE BOARD OF EDUCATION

OF

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

(Regarding Modification of Resolution Regarding Conditional Approval of Leman Classical School's Replication Application and Modification of Date for Submission of Site Lease Agreement)

WHEREAS, Leman Classical School, also known as the Leman Academy of Excellence (hereinafter referred to as "Leman") is a charter school of Douglas County School District RE-1 ("District") that is presently authorized to operate one PK-8 charter school in the District pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to -120 (the "Act"); and

WHEREAS, District is a public school district duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, on June 21, 2022, the District's Board of Education ("Board") conditionally approved Leman's Replication Application for a term of four (4) years, with operations to begin in the fall of 2024, subject to and pending satisfaction of specified terms and conditions, including that: Leman submit to the District on or before January 15, 2023, a location lease or purchase agreement satisfactory to the District for an appropriate charter school facility within the District's boundaries that complies with applicable planning, construction, and occupancy requirements for a public charter school and that will be available for occupancy by Leman on or before August 1 of the first year of operation; Leman submit to the District on or before December 16, 2022, letters of intent evidencing at least 150% of the projected enrollment numbers at each grade level; and, Leman submit to the District on or before February 1, 2023, a revised 5-year balanced budget, with adequate funding for facility, personnel, and programming costs to serve Leman's replicated school's target population in accordance with applicable law; and

WHEREAS, on September 27, 2022, the District's Board passed a Resolution authorizing the District's administration to negotiate a lease agreement with Leman which would enable Leman to lease 11 acres of the Cielo Dedicated School Site so that Leman can construct its future replicated school facility on such site so long as such facility would include two center-based special education program classrooms and one related office for District use and so long as Leman agrees to weight their lottery system to address the District's identified need for center-based special education and capacity relief in the District's Parker Region; and

WHEREAS, since September 27, 2022, District staff and Leman have been working collaboratively to negotiate a mutually agreeable lease agreement ("Site Lease") and have been working collaboratively to plan for Leman's replicated school facility which will include, at Leman's expense, two (2) center-based special education program classrooms and one (1) office for District use; and

WHEREAS, due to unforeseen logistical components of planning for the replicated charter school not the fault of Leman or District, the dates for completion of certain tasks contained within

the June 21, 2022 Resolution conditionally approving Leman's Replication Application and the date contained within the September 27, 2022 Resolution authorizing the District's Administration to negotiate a lease with Leman became logistically unrealistic, compliance of which should be waived as recommended by District staff; and

WHEREAS, District staff recommends that the January 15, 2023 date for submission of a location lease or purchase agreement satisfactory to the District be waived and extended to January 24, 2023 as a Site Lease between the Leman Academy of Excellence – Douglas County, Colorado, Inc. and the District is being presented for the District's Board approval on this date, January 24, 2023; and

WHEREAS, District staff recommends that certain terms and conditions required for Leman's replication be modified as follows:

a. Leman must submit to the District on or before December 16, 2023, letters of intent evidencing at least 150% of the projected enrollment numbers at each grade level of Replicated School.

b. Leman must submit to the District on or before February 1, 2024, a revised 4-year balanced budget, with adequate funding for facility, personnel, and programming costs to serve the Replicated School's target population in accordance with applicable law.

c. Leman must submit to the District on or before January 15, 2024 a location lease or purchase agreement satisfactory to the District for an appropriate charter school facility within the District's boundaries that complies with applicable planning, construction, and occupancy requirements for a public charter school that will be available for occupancy by the Replicated School on or before August 1 of its first year of operation.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. That the dates for completion of certain tasks contained within the Board's June 21, 2022 Resolution conditionally approving Leman's Replication Application be waived and extended to the dates identified in Paragraph 2 below.

2. That completion of certain terms and conditions required for Leman's replication be modified as follows:

a. Leman must submit to the District on or before December 16, 2023, letters of intent evidencing at least 150% of the projected enrollment numbers at each grade level of Replicated School.

b. Leman must submit to the District on or before February 1, 2024, a revised 4-year balanced budget, with adequate funding for facility, personnel, and programming costs to serve the Replicated School's target population in accordance with applicable law.

c. Leman must submit to the District on or before January 15, 2024 a location lease or purchase agreement satisfactory to the District for an appropriate charter school facility within the District's boundaries that complies with applicable planning, construction, and occupancy requirements for a public charter school that will be available for occupancy by the Replicated School on or before August 1 of its first year of operation.

3. That the date contained within the September 27, 2022 Resolution authorizing the District's Administration to negotiate a lease with Leman be waived and extended from January 15, 2023 to January 24, 2023.

PASSED AND ADOPTED this 24th day of January, 2023, by a vote of 7-0.

AYES: Hanson, Meek, Myers, Peterson, Ray, Williams, Winegar

NAYS: N/A



Attest:

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: Mike Peterson
Mike Peterson, President

By: Becky Myers
Becky Myers, Secretary

ATTACHMENT 2: SELECTED LAWS APPLICABLE TO CHARTER SCHOOLS

Audit Trail

Document Details

Title	Leman Replication Resolution - Date Modification
File Name	01.24.2023 Resolution Modifying Resolution Re Conditional Approval of Leman Replication and Submissi
Document ID	7ef34cc6a36445da89e260f2871d3af8
Fingerprint	cf565a488dd43d542fd7c760c46eb7a0
Status	Completed

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Governance, Records, and Charter Schools

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

Safety and Discipline

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

Educational Accountability

14. Educational Accountability: C.R.S. §§ 22-7-101 *et seq.*, C.R.S. §§ 22-11-101 *et seq.* (especially C.R.S. § 22-11-210 and C.R.S. §§ 22-11-401 *et. seq.*)
15. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
16. ESEA Act: P.L. 107-110
17. Colorado READ Act: C.R.S. §§ 22-7-1201 *et seq.*
18. Graduation Requirements: Adopted by the State Board pursuant to C.R.S. § 22-2-106 (*See CDE website for most up to date guidelines).*
19. Postsecondary and workforce planning, preparation, and readiness assessments: C.R.S. § 22-7-106

Curriculum, Instruction, and Extra-Curricular Activities

20. Instruction in federal and state history and government: C.R.S. § 22-1-104
21. Honor and use of the U.S. Flag: C.R.S. § 22-1-106
22. Instruction in the Constitution: C.R.S. §§ 22-1-108, 109
23. Instruction in the effects of use of alcohol and controlled substances: C.R.S. § 22-1-110
24. On-line programs: C.R.S. § 22-33-104.6
25. Participation in sports and extra-curricular activities: C.R.S. § 22-32-116.5
26. Content standards: C.R.S. § 22-7-407
27. Concurrent Enrollment Programs Act: C.R.S. §§ 22-35-101 *et seq.*

Exceptional Students

28. Discipline of students with disabilities: 20 U.S.C. § 1415(k), 34 C.F.R. § 519-529
29. Exceptional Children's Educational Act: C.R.S. §§ 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: C.R.S. §§ 22-24-101 *et seq.*

Finance

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

ATTACHMENT 3: CONFLICT OF INTEREST FORM

DCSD Charter Board Conflict of Interest Form

_____ Charter School Board Due September Member Certification
1 of each year

Form
Note: The purpose of this document is to provide disclosure of any potential conflicts of interest by charter school board members. The Charter School Board operated according to its own Bylaws and applicable law in regard to conflicts of interest. However, 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 uploaded into the School's online file cabinet maintained by the district.

Background
1. Board member name: _____

2. I affirm that I am at least 18 years of age by the date of appointment to the 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.
____ No ____Yes. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in an attachment.

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 for 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.
____ No ____ Yes

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family 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 in going 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 in an attachment. Note: 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.
____ Not applicable ____ Yes

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with a contractor who is conducting business with the School. If so,

please indicate the precise nature of the relationship with the contractor and the business that is being or will be conducted.
____ Not applicable ____ Yes

3. Indicate any potential ethical or legal conflicts of interest that might exist for you as a member of the School Board or another School or non-profit board. Note: being a parent of a School student, serving on another charter School's board or being employed by the School may present potential conflicts for certain issues.
____ None ____ Yes

Please specify Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member has a personal or professional relationship with any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.
____ Not applicable ____ Yes

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse or other immediate family members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.
____ Not applicable ____ Yes

2. Indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
____ Not applicable ____ Yes

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

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

_____ _____
Signature Date

ATTACHMENT 4: EDUCATION MANAGEMENT PROVIDER (EMP) AGREEMENT REQUIREMENTS

1. The maximum term of an EMP agreement must not exceed the term of the charter. The School shall have the right to terminate the EMP agreement without cause or a financial penalty. The fee provision of the EMP agreement shall be renegotiated on an annual basis and shall not automatically adjust.

2. EMP agreements must be negotiated at 'arms-length.' The School's board and EMP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.

3. No provision of the EMP agreement shall interfere with the charter board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School. No provision of the EMP agreement shall prohibit the charter board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Colorado Sunshine Law.

4. An EMP agreement shall not restrict the charter board from waiving its governmental immunity or require a charter board to assert, waive or not waive its governmental immunity.

5. No provision of an EMP agreement shall alter the charter board's treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's account.

6. EMP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter board may pay or reimburse the EMP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the EMP for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for charter board ratification.

7. EMP agreements shall provide that the financial, educational and student records pertaining to the School are School property and that such records are subject to the provisions of the Colorado Open Records Act. All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under the charter contract and applicable law, no EMP agreement shall restrict the District's access to the School's records.

8. EMP agreements must contain a provision that all finance and other records of the EMP related to the School will be made available to the School's independent auditor.

9. The EMP agreement must not permit the EMP to select and retain the independent auditor for the School.

10. If an EMP purchases equipment, materials and supplies on behalf of or as the agent of the School, the EMP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the School.

11. EMP agreements shall contain a provision that if the EMP procures equipment, materials and supplies at the request of or on behalf of the School, the EMP shall comply with competitive bidding processes and shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

12. EMP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter board and the EMP to curriculum or educational materials. At a minimum, EMP agreements shall provide that the School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by the EMP at the direction of the School's governing board with School funds dedicated for the specific purpose of developing such curriculum or materials. EMP agreements may also include a provision that restricts the School's proprietary rights over curriculum or educational materials that are developed by the EMP from funds from the School or that are not otherwise dedicated for the specific purpose of developing School curriculum or educational materials. All EMP agreements shall recognize that the EMP's educational materials and teaching techniques used by the School are subject to state disclosure laws and the Open Records Act.

13. EMP agreements involving employees must be clear about which persons or positions are employees of the EMP, and which persons or positions are employees of the School. The EMP agreement shall prohibit the EMP from leasing employees to the School and shall prohibit co-employment of School and EMP employees.

14. EMP agreements must contain insurance and indemnification provisions outlining the coverage the EMP will obtain. The EMP's insurance is separate from and in addition to the insurance for the charter board that is required according to the charter contract. Insurance coverage must take into account whether or not staff at the School are employees of the EMP or the School.

15. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing and development of the EMP. Other reimbursable costs of EMP charged to the School, including, but not limited to, overhead, corporate, and travel costs, shall be defined with reference to specific dollar amounts.

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

17. The EMP agreement shall provide for the annual performance evaluation of the EMP in accordance with School policy. The EMP performance evaluation shall be subject to state disclosure laws, including, but not limited to, the Open Records Act.

ATTACHMENT 5: AUTOMATIC WAIVERS OF STATE LAWS

Automatic Waivers	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act-Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

ATTACHMENT 6: NON-AUTOMATIC WAIVERS OF STATE LAWS AND/OR REGULATION

COLORADO
Department of Education
Innovation, Choice and Engagement Division

Charter School Waiver Request

Pursuant to the Colorado Charter Schools Act, Leman Academy of Excellence ("LAE" or the "School") requests waivers of certain statutory requirements of the State of Colorado as set out in the Colorado Revised Statutes. Each is identified along with a rationale and replacement plan, as applicable. The waivers will enable LAE to better meet its mission, goals, and objectives as well as implement its educational program.

Contact Information
School Name: Leman Academy of Excellence
School Address (mailing): 19560 Stroh Rd. Parker, Colorado 80134
Charter School Waiver Contact Name: Jason Edwards
Charter School Waiver Contact's Phone Number: 303-594-6660
Charter School Waiver Contact's Email: jason.edwards@lemanacademy.org

Automatic Waivers from State Statute:

State Statute Citation	**Description**
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel

C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

Non-Automatic Waivers from State Statute:

C.R.S. § 22-32-109(I)(n)(I) & (II)(A)&(B) — Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar
Rationale: LAE must be able to set its own school calendar to best meet the needs of its students.
Replacement Plan: The School will work with its community to develop its own school calendar as approved by the LAE Governing Board and its administration. The school year at LAE will meet the minimum required school days and contact hours as required under Colorado law. LAE will be responsible for defining and enforcing reasonable attendance and absence policies rather than the Douglas County School District (the "District"). The plan will meet or exceed the expectations set forth in Colorado law.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: LAE expects that as a result of this waiver it will be able to implement its curriculum appropriately and ensure that students meet the educational and performance standards of the School.

C.R.S. § 22-32-109(1)(b) — Local Board Duties concerning competitive bidding
Rationale: In accordance with state law, LAE will be responsible for its own contracting for goods and services.
Replacement Plan: LAE will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the LAE Governing Board and school leader in the best interest of the School, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation and prior dealings. All goods and services must be included in the board-approved budget. LAE shall not purchase goods or services from any members of the Governing Board, an immediate family member or any member of the Governing Board nor from any entity in which any member of the Governing Board or an immediate family member of a Governing Board member may benefit from such a procurement, unless authorized by the Governing Board after a full disclosure of the potential benefits and after the consideration set forth in the paragraph above. LAE reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the school. The LAE Governing Board reserves the right to waive any informality, or reject, any and all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening bids. Any bid received after the time and dates specified will not be considered.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, the School will select all goods and services in accordance with the terms and conditions set forth in the charter contract. As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

C.R.S. § 22-32-110(1)(y) — Local Board Powers – Accept Gifts and Donations
Rationale: In accordance with state law, LAE will be responsible for determining its own budget and issues associated therewith.

Replacement Plan: LAE will not accept any gift or donation if the acceptance of said gift or donation is in violation of law, its charter contract, or any ethical or conflict of interest policies of LAE.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

C.R.S. § 22-9-106 — Local Board of Education; Duties Certificated Personnel Evaluations. **C.R.S.§ 22-2-112(1)(q)(I) — Commissioner Duties (reporting performance evaluation ratings).**
Rationale: The School uses its own evaluation system as agreed to in the charter contract. The School's evaluation system will continue to meet the intent of the law as outlined in statute. Additionally, the School should not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I) but will still report on in-field/out-of-field.
Replacement Plan: The methods used for LAE's evaluation system include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meeting the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. All staff have been trained in the LAE evaluation system. The school will not report its teacher evaluation ratings. The evaluation data is used to inform professional development decisions for each teacher.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: With this waiver, the School will be able to implement its program and evaluate its teachers in accordance with its evaluation system and in

alignment with state directives, which is designed to produce greater accountability and be consistent with the School's goals and objectives. This will benefit staff members, students, and the community.

C.R.S. § 22-63-201 — Teacher Employment Act; Compensation & Dismissal Requirement to Hold a Certificate.
Rationale: In accordance with state law, LAE must be granted the authority to hire teachers and principals that will support the School's goals and objectives as determined by LAE.
Replacement Plan: LAE's intent is for all teachers to have, at minimum, a bachelor's degree and either 24 credit hours in the subject matter, or a passing score on a state-approved content examination in the relevant subject area. The School will encourage and explore ways to incentivize teachers to meet 36 or more credit hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers "in-field" and "out-of-field." The Principal will develop a professional development program for any teacher with a bachelor's degree not meeting the minimum subject matter credit hours to prepare them to pass a state-approved content examination in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. In addition, all employees of the School will meet applicable fingerprinting and background check requirements.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, LAE will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

C.R.S. § 22-63-202 — Teacher Employment Act; Contracts in Writing, Damage Provision **C.R.S. § 22-63-203 — Probationary Teachers; renewal and non-renewal of employment contract; Specific Duties.** **C.R.S. § 22-63-203.5 — Nonprobationary portability**

Rationale: LAE should be granted the authority to develop its own employment agreements and terms and conditions of employment. The School will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in a more traditional public school will be successful at LAE. All employees of LAE will be employed on an at-will basis.
Replacement Plan: Employment at LAE will be on an at-will basis. LAE has written teacher agreements with the terms of non-renewal and renewal of employment agreements, portability conditions, and payment of salaries upon termination of employment of a teacher. Continued employment will be subject to a satisfactory performance evaluation(s) consistent with the employment policies and procedures created and adopted by the LAE Governing Board.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, LAE will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

C.R.S. § 22-63-205 — Exchange of Teachers **C.R.S. § 22-63-206 — Transfer of Teachers**
Rationale: LAE is granted the authority under the charter contract to select its own teachers. No other school or the District should have the authority to transfer its teachers into LAE or transfer teachers from LAE to any other schools, except as provided for in the charter contract.
Replacement Plan: The School will hire teachers on a best-qualified basis. There is no provision for transfers. However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.

C.R.S. § 22-32-119 Kindergarten
Rationale: LAE will operate its own Kindergarten program in accordance with the application. LAE should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its Kindergarten program, subject to the limitations in the application and the contract.
Replacement Plan: LAE will provide its own curriculum for Kindergarten students.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

C.R.S. §22-7-1014(2)(a) Requirement that each LEA administer the school readiness assessment to each student.
Rationale: LAE should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.
Replacement Plan: LAE will administer school readiness assessments for all Kindergarten students within the first 30 days of the school calendar. The School will not utilize the assessments for retention purposes. The School will report the data from the School Readiness Assessments to the District. 1. The assessments utilized will be research based, will be valid, and will be reliable. 2. LAE will implement readiness plans tailored for individual students based upon readiness assessments (this includes DIBELS). 3. Students will not be denied enrollment or progression to first grade based on the results of assessments. 4. LAE will fulfill the requirement to administer the literacy component of school readiness by implementing compliant DIBELS for the READ Act assessment within the first 30 days of the school calendar. Curriculum and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S 22-7-1014(2)(a) and 22-32-109(1)(t).
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

[redacted]

C.R.S. § 22-63-103 (10) –Teacher Employment, Compensation, and Dismissal -Definitions - Substitute Teacher
Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.
Replacement Plan: The School Administrator shall have the authority to select part-time and substitute teachers. The schools definition of substitute teacher will be created by the school administration.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2028.
Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.

ATTACHMENT 7: WAIVERS OF DISTRICT POLICIES

DCSD Charter School Automatic Waiver Request Template

Use the addendum template below to list automatic waiver(s) from policy and rule and the related replacement plans that the charter school is requesting.

Automatic district waivers still require a developed plan, process, or policy on record. DCSD has streamlined this process with its "Automatic Waiver Request Template" document. This document allows charter schools to reference their replacement policy using existing material (e.g., Staff or Student Handbook, Application, Policy Handbook, etc.). This process is not intended to be exhaustive, rather it aims to help protect the autonomy of the charter school.

Contact Information
School Name: Leman Academy of Excellence ("LAE" or the "School")
School Address (mailing): 19560 Stroh Rd. Parker, Colorado 80134
Charter School Waiver Contact Name: Jason Edwards
Charter School Waiver Contact's Phone Number: 303-594-6660
Charter School Waiver Contact's Email: jason.edwards@lemanacademy.org

Automatic Waivers: **Policy Description and Rationale and Replacement Plan / Process**
Policy Citation and Title BE School Board Meetings 04.20.2021
Replacement Plan, Process or Policy Link: The School conducts business meetings in accordance with its bylaws (Article III) as well as the Colorado Open Meetings Law, C.R.S. § 24-6-401 *et seq.*, and its charter contract.

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: BG Policy Process 04.02.2019
Replacement Plan, Process or Policy Link: The School has adopted the following policy for adopting school policies. https://lemanacademy.com/wp-content/uploads/forms/Policy-Making-Policy-Colorado.pdf

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: IGA Curriculum Development 05.2012 IGA-R Curriculum Development 11.07.18
Replacement Plan, Process or Policy Link: LAE's unique curriculum is detailed in the Family Handbook (Article III; pp. 7–14). https://lemanacademy.com/wp-content/uploads/LemanAcademyFamilyHandbook-Colorado-updated-Aug-13-2020-1-1.pdf

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: IJ Textbook and Instructional Materials Selection and Adoption 07.15.14 IJ-R Procedures for Reviewing and Recommending Textbooks and Instructional Materials 03.06.19
Replacement Plan, Process or Policy Link: LAE's textbooks are detailed in the Family Handbook (Article III; pp. 7–14). https://lemanacademy.com/wp-content/uploads/LemanAcademyFamilyHandbook-Colorado-updated-Aug-13-2020-1-1.pdf

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: IKF-R-1 Diploma and Graduation Requirements 10.27.16; IKF-R-2 Middle School and High School Credit Policy 10.27.16; IKF-R-3 Graduation Competencies (beginning with the Class of 2021) 05.07.2020; IKF-R-4 High School Grading and Transcripts 12.21.17
Replacement Plan, Process or Policy Link: Not applicable to K–8 Charter School.

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: IMBB Exemptions From Required Instruction 01.17.06; IMBB-R Exemptions From Required Instruction 01.17.06
Replacement Plan, Process or Policy Link: Not applicable to K–8 Charter School.

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: JQ Student Fees 04.15.14; JQ-R Student Fees Regulation 02.08.18; JQE-E Student Fees Appendix A FY 2020-2021
Replacement Plan, Process or Policy Link: LAE Student Fees are detailed in the following policy. https://lemanacademy.com/wp-content/uploads/2020_2021-Fee-Schedule_approved.pdf

Automatic Waivers: **Policy Description and Rationale and Replacement Plan / Process**
Policy Citation and Title: KF Community Use of School Facilities 03.16.04
Replacement Plan, Process or Policy Link: LAE has adopted the following policy on facilities use. https://lemanacademy.com/wp-content/uploads/forms/Facility-Use-Policy-Colorado.pdf

DCSD Waiver Request Template for Charter Schools

Use the template below to list the non-automatic waiver(s) from policy and rule and the related replacement plans that the charter school is requesting.

Contact Information
School Name: Leman Academy of Excellence ("LAE" or the "School")
School Address (mailing): 19560 Stroh Rd. Parker, Colorado 80134
Charter School Waiver Contact Name: Jason Edwards
Charter School Waiver Contact's Phone Number: 303-594-6660
Charter School Waiver Contact's Email: jason.edwards@lemanacademy.org

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title: ADB- EDUCATIONAL EQUITY 3.22.2021
Rationale: Leman Academy makes this request in an effort to ensure a common understanding of Leman Academy's view of and goals for every individual Leman Academy student. Leman Academy staff and parents will benefit from clarity. As set out in the attached replacement policy, Leman Academy re-asserts the dignity of each individual child, consistent with its mission and long-standing policies and practices. Leman Academy further sets out, among other things, its goal to ensure that each student can equally access all that Leman Academy has to offer, to include access to social, emotional, and academic growth, the dignity of high expectations, and the powerful realization that individual identity can be, and often is, complex. Additionally, Leman Academy sets out its celebration of diversity and focuses on our common humanity. In doing so, Leman Academy strives to ensure that every child has equal access to opportunities and the resources they need to meet their individual potential to the best of their abilities, ambition and effort. While we

believe that the spirit of ADB may be encompassed within Leman Academy's replacement policy, we want to ensure that there is no confusion in how ADB will be adhered to.
Replacement Plan: https://lemanacademy.com/wp-content/uploads/ADB-Replacement-Policy.pdf .
Financial Impact: LAE anticipates that the requested waiver will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title DB Annual Budget 08.20.19
Rationale: Pursuant to C.R.S. § 22-30.5-104(7)(a), the School "shall be responsible for its own operation including, but not limited to, preparation of a budget, contracting for services, facilities, and personnel matters."
Replacement Plan: The School will prepare its budget in accordance with all requirements and timelines of its charter contract, and will further comply with all provisions of the Public School Financial Transparency Act, C.R.S. § 22-44-301 *et seq.*
Financial Impact: LAE anticipates that the requested waiver will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title DJ District Purchasing 08.20.19; DJ-R Purchasing Procedures 01.23.06; DJA Purchasing Authority 09.04.19
Rationale: Pursuant to C.R.S. § 22-30.5-104(7)(a), the School "shall be responsible for its own operation including, but not limited to, preparation of a budget, contracting for services, facilities, and personnel matters."
Replacement Plan: The School will conduct its finances in accordance with all requirements of its charter contract, and will further comply with all provisions of the Public School Financial Transparency Act, C.R.S. § 22-44-301 *et seq.*
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title DFE Gate Receipts and Admissions (Royalties) 12.03.02

Rationale: Not applicable to LAE.
Replacement Plan: N/A
Financial Impact: N/A
How the Impact of the Waivers Will be Evaluated: N/A
Expected Outcome: N/A

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title DJE Bidding Procedures 09.04.19
Rationale: Pursuant to C.R.S. § 22-30.5-104(7)(a), the School "shall be responsible for its own operation including, but not limited to, preparation of a budget, contracting for services, facilities, and personnel matters."
Replacement Plan: LAE will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the LAE Governing Board and school leader in the best interest of the School, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation and prior dealings. All goods and services must be included in the board-approved budget. LAE shall not purchase goods or services from any members of the Governing Board, an immediate family member or any member of the Governing Board nor from any entity in which any member of the Governing Board or an immediate family member of a Governing Board member may benefit from such a procurement, unless authorized by the Governing Board after a full disclosure of the potential benefits and after the consideration set forth

in the paragraph above. LAE reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the school. The LAE Governing Board reserves the right to waive any informality, or reject, any and all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening bids. Any bid received after the time and dates specified will not be considered
Financial Impact: LAE anticipates that the requested waiver will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title DJG-DJGA Vendor Relations, Sales Calls and Demonstrations 01.23.06
Rationale: Pursuant to C.R.S. § 22-30.5-104(7)(a), the School "shall be responsible for its own operation including, but not limited to, preparation of a budget, contracting for services, facilities, and personnel matters."
Replacement Plan: The School will conduct its finances in accordance with all requirements of its charter contract, and will further comply with all provisions of the Public School Financial Transparency Act, C.R.S. § 22-44-301 *et seq.*
Financial Impact: LAE anticipates that the requested waiver will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of these waivers, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title: DK Payment Procedures 01.18.05; DKA Payroll Procedures-Schedules 12.13.94
Rationale: Pursuant to C.R.S. § 22-30.5-104(7)(a), the School "shall be responsible for its own operation including, but not limited to, preparation of a budget, contracting for services, facilities, and personnel matters."
Replacement Plan: The School will conduct its finances in accordance with all requirements of its charter contract, and will further comply with all provisions of the Public School Financial Transparency Act, C.R.S. § 22-44-301 *et seq.* and other applicable laws related to payment of wages.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**

Policy Citation and Title DKC Employee Expense Authorization 08.28.16; DKC-R-1 Employee Expense Reimbursement Mileage Tolls and Parking 08.28.16; DKC-R-2 Employee Expense Reimbursement Travel Without Students 08.28.16; DKC-R-3 Employee Expense Reimbursement Travel With Students 08.28.16
Rationale: Pursuant to C.R.S. § 22-30.5-104(7)(a), the School "shall be responsible for its own operation including, but not limited to, preparation of a budget, contracting for services, facilities, and personnel matters."
Replacement Plan: The School will conduct its finances in accordance with all requirements of its charter contract, and will further comply with all provisions of the Public School Financial Transparency Act, C.R.S. § 22-44-301 *et seq.*
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title DN School Properties Disposal Procedure 09.03.19; DN-R Property Disposal Procedure Regulation 07.15.14
Rationale: Pursuant to C.R.S. § 22-30.5-104(7)(a), the School "shall be responsible for its own operation including, but not limited to, preparation of a budget, contracting for services, facilities, and personnel matters."

Replacement Plan: While the School is operational, it will be responsible for the acquisition and disposal of all School-owned property, real and personal. Upon dissolution, the School shall comply with all aspects of its charter contract as related to disposal of School-owned property.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title FF Naming New Facilities 08.20.19; FF-R Naming New Facilities and Areas of Facilities 02.25.08
Rationale: Leman Academy of Excellence has been a District charter school since 2016 and was named after Dr. Kevin Leman. The School wishes to continue operations under the name Leman Academy of Excellence notwithstanding the District policy regarding naming of facilities.
Replacement Plan: LAE will be responsible for its school name and the naming of its facilities. LAE will continue to operate as Leman Academy of Excellence, but in all other respects will comply with the spirit of District policies FF and FF-R.
Financial Impact: LAE anticipates that the requested waivers will have no additional financial impact upon the District or the School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title IKF Graduation Requirements 10.18.16
Rationale: Policy not applicable to K–8 Charter School.
Replacement Plan: N/A
Financial Impact: N/A
How the Impact of the Waivers Will be Evaluated: N/A
Expected Outcome: N/A

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title IKFA Early Graduation 04.20.04

Rationale: Policy not applicable to K–8 Charter School.
Replacement Plan: N/A
Financial Impact: N/A
How the Impact of the Waivers Will be Evaluated: N/A
Expected Outcome: N/A

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title JH Student Attendance 09.15.20
Rationale: In order to fulfill the unique mission and educational model of LAE, the School must be able to set its own attendance policy.
Replacement Plan: LAE Attendance policy, please reference our Family Handbook (pp. 22–23). LAE will follow all state laws and regulations regarding student attendance.
Financial Impact: LAE anticipates that the requested waiver will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: Policy Description and Rationale and Replacement Plan
Policy Citation and Title JHA Student Withdrawal from School - Dropouts 09.20.05
Rationale: Policy not applicable to K–8 Charter School.
Replacement Plan: N/A
Financial Impact: N/A
How the Impact of the Waivers Will be Evaluated: N/A
Expected Outcome: N/A

Non-Automatic Waivers: Policy Description and Rationale and Replacement Plan
Policy Citation and Title JICA Student Dress 09.15.20
Rationale: In order to fulfill the unique mission and educational model of LAE, the School must be able to set its own dress code policy.
Replacement Plan: LAE Scholar Dress Code, please reference our Family Handbook (pp. 51–55).
Financial Impact: LAE anticipates that the requested waiver will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title JICC Student Conduct on School Buses 10.15.02; JICC-R-1 Procedural Guidelines 05.05.09; JICC-R-2 Student Conduct on school busses 8.18.20; JICC-R-3 Bus Passes 06.03.08
Rationale: Policy not applicable as the School does not offer transportation; however, to the extent that LAE is allowed to utilize District charter busses or similar District transportation, LAE will adhere to all JICC policies and regulations.
Replacement Plan: N/A
Financial Impact: N/A
How the Impact of the Waivers Will be Evaluated: N/A
Expected Outcome: N/A

Non-Automatic Waivers: **Policy Description and Rationale and Replacement Plan**
Policy Citation and Title JLCC Communicable Diseases and Long-Term Illnesses 12.07.2021

Rationale: In order to meet the needs of its students and families, LAE must be allowed to make appropriate determinations as related to COVID-19 and other communicable disease mitigation in accordance with local, state, and federal law.
Replacement Plan: https://lemanacademy.com/wp-content/uploads/JLCC-Replacement-Policy.pdf
Financial Impact: LAE anticipates that the requested waiver will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, LAE will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

ATTACHMENT 8: WAIVERS OF DISTRICT POLICIES

To the extent additional waivers are granted or waivers are otherwise amended.

ATTACHMENT 9: SCHOOL'S ENROLLMENT PROCEDURES

Leman Academy of Excellence

Enrollment policy (LAE uses the DCSD Open Enrollment tool)

When grade levels are oversubscribed, LAE will hold a lottery. During the lottery process enrollment preferences will be given to scholars who meet the following criteria in the order listed:

1. Scholars who are re-enrolling after attending the previous school year in full (applies to year two and beyond).

2. Applicants who are siblings of an already-enrolled LAE scholar. Note, this includes the following: If two or more siblings submit completed application packets during the open enrollment period, and a sibling is randomly selected by lottery for enrollment, the other sibling(s) will be given preference in the enrollment process.

3. Applicants who are children, grandchildren or legal wards of:
    - Employees of the school
    - Employees of the charter holder
    - Members of the governing body of the school,
    - Directors, officers, partners or board members of the charter holder, or
    - Founding Family members. These students will not exceed 20% of the school population.
4. Transfer scholars moving from one Leman school to another Leman school.
5. Scholars that reside within Douglas County

After capacity is reached, applicants will be selected through the lottery process and placed on a waitlist in the order they were selected.

If a Scholar Enrollment Request is received after the lottery, the applicant will be added to the waitlist according to the date of submission.

Scholars will be notified of an offer as seats become available. After the family is contacted and enrollment is offered, the school will require an email decision within 48 hours. Parents or legal guardians of the student(s) are responsible for providing an email address for LAE to reach them regarding enrollment. Parents or legal guardians are also responsible for informing the school of any change to their contact information. While LAE will make every attempt to notify families through email, the school is not

responsible for the inability to contact families should they be unreachable (e.g., traveling, inaccurate information on the enrollment application, etc.).

DOUGLAS COUNTY SCHOOL DISTRICT ("DCSD") OPEN ENROLLMENT POLICY By providing written Enrollment Acceptance to LAE (as defined by completing the Enrollment Registration), the parent or guardian understands that LAE is their student's home school of record and will forfeit enrollment in their neighborhood school, as defined by DCSD Open Enrollment Policies. Please refer to DCSD website for details.

NON-DISCRIMINATION POLICY It is the intention of LAE to be fair and equitable to all potential students. LAE will not discriminate against any student based on race, color, national origin, creed, religion, ancestry, age, gender, sex, sexual orientation, disability, or socioeconomic status.

ATTACHMENT 10: OPEN ENROLLMENT TIMELINES

Open Enrollment Timeline

Charter Schools in DCSD operate on calendars that can vary slightly from the District's calendar. Charter Schools will closely align to the open enrollment timeline as shown, and slight variations to dates are acceptable.

- The first round open enrollment period opens on November 1.
- The first round open enrollment period closes on December 1st at 4:00 p.m. annually unless either day is not a school day, in which case the next regular school day will be the opening or ending day, respectively.
- For the first round open enrollment application period (If not using the District tool), the Charter School will notify the parent of the status of the request (application accepted, denied or placed on the annual prioritized list (waitlist) by December 8th annually or the first workday following the 8th.
- Once notified of acceptance by the school, the offer of enrollment must be accepted by the parent or guardian by 4:00 p.m. by December 15th annually or the first workday following the 15th.
- Applicants not accepted by the school during the first open enrollment round will automatically be placed on the annual prioritized list (Waitlist). If an opening becomes available during the second round application period, applicants will be notified by phone and by electronic means regarding the opening.
- Charter must update the District shared "Accepted Offers Spreadsheet" with all student's names that have accepted their enrollment offers.
- Lines of enrollment for first round must be made by January 19th for current DCSD student as well as new to the district students.
- Second round open enrollment opens on January 22.
- Second round open enrollment closes August 1.
- Second round lines of enrollment for accepted offers must be created as soon as possible after offer is accepted.

Transfers – Movement after Open Enrollment closes (August 1st)

Students may choose to enroll in a Charter School after Open Enrollment closes on August 1; however, for students already enrolled in the District the process for administrative transfers in accordance with District Policy JCA/JFB-R shall be followed. The administrative transfer option is only available for the purpose of moving a student from one school to another in those circumstances where the choice enrollment option may not be timely or maybe inappropriate or inapplicable, considering the best interest of the student and the school. Administrative transfers are not intended to accommodate students who fail to request a change in assigned schools during the open enrollment period, or whose open enrollment request was not accepted. Principals must communicate about the move as well as fill out the administrative transfer paperwork.

*Unless otherwise specified, any dates identified in this Open Enrollment Timeline shall be applied such that if the date identified falls on a Saturday, Sunday, or holiday, the enforced date for compliance shall fall on the following business day.

ATTACHMENT 11: FINANCIAL REPORTING TEMPLATES

DCSD Charter School Financial Reporting Template

Utilize the drop down to enter your school name in cell B5 name from CDE, will be displayed in BOE reports in order to populate individual budget tabs

School Name (use drop down)	School Name
REPOR	**YEAR TO INCLUD**
Quarterly Financials Inputs	
Prior Year	FY 2021-2022
Current Year	FY 2022-2023
For the Period Ending September 3	2022
For the Period Ending December 3	2022
For the Period Ending March 3	2023
For the Period Ending June 3	2023
Budget Approvals Inputs - Proposed and Adoptec	
Audited Actual	2021-2022
Revised Budget	2022-2023
Estimated Actua	2022-2023
Adopted Budget or Proposed Budge	2023-2024
Projected Budget 1	2024-2025
Projected Budget 2	2025-2026
Budget Approvals Inputs - Revised and Final Revise	
Audited Actual	2021-2022
Adopted Budget	2022-2023
Revised Budget or Final Revised Budge	2022-2023
Estimated Actua	2022-2023
Projected Budget	2023-2024

School Name
Schedule of Income and Expenditures - Budget to Actual - 1st Quarter
For the Period Ended September 30, 2022

DUE DATE:

October 31, 2022

		Current Year FY 2022-2023			Projected Year End FY 2022-2023		Prior Year FY 2021-2022		
		FY Budget	Q1 YTD Actual	% to Budget	Year End Projection	% to Budget	FY Budget	Q1 YTD Actual	% to Budget
	Revenue:								
5700	Per Pupil Revenue	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
1110	Mill Levy/Override	-	-	0.00%	-	0.00%	-	-	0.00%
1300	Tuition	-	-	0.00%	-	0.00%	-	-	0.00%
1400	Transportation Fees	-	-	0.00%	-	0.00%	-	-	0.00%
1500	Earnings on Investments	-	-	0.00%	-	0.00%	-	-	0.00%
1600	Food Services	-	-	0.00%	-	0.00%	-	-	0.00%
1700	Pupil Activities	-	-	0.00%	-	0.00%	-	-	0.00%
1800	Community Service Activities	-	-	0.00%	-	0.00%	-	-	0.00%
1900	Other Local Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
1910	Rental/Lease	-	-	0.00%	-	0.00%	-	-	0.00%
1920	Contributions/Donations	-	-	0.00%	-	0.00%	-	-	0.00%
1990	Miscellaneous Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
3000	Categorical Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
3954	Other State Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
4000	Grants Federal	-	-	0.00%	-	0.00%	-	-	0.00%
5200	Fund Transfer	-	-	0.00%	-	0.00%	-	-	0.00%
5900	Other Sources	-	-	0.00%	-	0.00%	-	-	0.00%
	Cap Reserve Bond Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
	Grants Local	-	-	0.00%	-	0.00%	-	-	0.00%
	Total Revenue	$ -	$ -	**0.00%**	$ -	**0.00%**	$ -	$ -	**0.00%**
	Expenditures:								
0100	Salaries	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
0200	Benefits	-	-	0.00%	-	0.00%	-	-	0.00%
0300	Purchased Professional and Technical Services	-	-	0.00%	-	0.00%	-	-	0.00%
0400	Purchased Property Services	-	-	0.00%	-	0.00%	-	-	0.00%
0500	Other Purchased Services	-	-	0.00%	-	0.00%	-	-	0.00%
0600	Supplies	-	-	0.00%	-	0.00%	-	-	0.00%
0700	Property	-	-	0.00%	-	0.00%	-	-	0.00%
0800	Other Expenses	-	-	0.00%	-	0.00%	-	-	0.00%
0900	Other Uses of Funds	-	-	0.00%	-	0.00%	-	-	0.00%
0910	Redemption of Principal	-	-	0.00%	-	0.00%	-	-	0.00%
0913	Principal on Leases	-	-	0.00%	-	0.00%	-	-	0.00%
	Grant Expense	-	-	0.00%	-	0.00%	-	-	0.00%
	Cap Reserve Expense	-	-	0.00%	-	0.00%	-	-	0.00%
	Total Expenditures	$ -	$ -	**0.00%**	$ -	**0.00%**	$ -	$ -	**0.00%**

School Name

Schedule of Income and Expenditures - Budget to Actual - 2nd Quarter

For the Period Ended December 31, 2022

DUE DATE:

January 31, 2023

		Current Year FY 2022-2023			Projected Year End FY 2022-2023		Prior Year FY 2021-2022		
		FY Budget	Q2 YTD Actual	% to Budget	Year End	% to Budget	FY Budget	Q2 YTD Actual	% to Budget
	Revenue:								
5700	Per Pupil Revenue	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
1110	Mill Levy/Override	-	-	0.00%	-	0.00%	-	-	0.00%
1300	Tuition	-	-	0.00%	-	0.00%	-	-	0.00%
1400	Transportation Fees	-	-	0.00%	-	0.00%	-	-	0.00%
1500	Earnings on Investments	-	-	0.00%	-	0.00%	-	-	0.00%
1600	Food Services	-	-	0.00%	-	0.00%	-	-	0.00%
1700	Pupil Activities	-	-	0.00%	-	0.00%	-	-	0.00%
1800	Community Service Activities	-	-	0.00%	-	0.00%	-	-	0.00%
1900	Other Local Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
1910	Rental/Lease	-	-	0.00%	-	0.00%	-	-	0.00%
1920	Contributions/Donations	-	-	0.00%	-	0.00%	-	-	0.00%
1990	Miscellaneous Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
3000	Categorical Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
3954	Other State Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
4000	Grants Federal	-	-	0.00%	-	0.00%	-	-	0.00%
5200	Fund Transfer	-	-	0.00%	-	0.00%	-	-	0.00%
5900	Other Sources	-	-	0.00%	-	0.00%	-	-	0.00%
	Cap Reserve Bond Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
	Grants Local	-	-	0.00%	-	0.00%	-	-	0.00%
	Total Revenue	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
	Expenditures:								
0100	Salaries	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
0200	Benefits	-	-	0.00%	-	0.00%	-	-	0.00%
0300	Purchased Professional and Technical Services	-	-	0.00%	-	0.00%	-	-	0.00%
0400	Purchased Property Services	-	-	0.00%	-	0.00%	-	-	0.00%
0500	Other Purchased Services	-	-	0.00%	-	0.00%	-	-	0.00%
0600	Supplies	-	-	0.00%	-	0.00%	-	-	0.00%
0700	Property	-	-	0.00%	-	0.00%	-	-	0.00%
0800	Other Expenses	-	-	0.00%	-	0.00%	-	-	0.00%
0900	Other Uses of Funds	-	-	0.00%	-	0.00%	-	-	0.00%
0910	Redemption of Principal	-	-	0.00%	-	0.00%	-	-	0.00%
0913	Principal on Leases	-	-	0.00%	-	0.00%	-	-	0.00%
	Grant Expense	-	-	0.00%	-	0.00%	-	-	0.00%
	Cap Reserve Expense	-	-	0.00%	-	0.00%	-	-	0.00%
	Total Expenditures	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%

School Name

Schedule of Income and Expenditures - Budget to Actual - 3rd Quarter
For the Period Ended March 31, 2023

DUE DATE:

April 30, 2023

		Current Year FY 2022-2023			Projected Year End FY 2022-2023		Prior Year FY 2021-2022		
		FY Budget	Q3 YTD Actual	% to Budget	Year End Projection	% to Budget	FY Budget	Q3 YTD Actual	% to Budget
	Revenue:								
5700	Per Pupil Revenue	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
1110	Mill Levy/Override	-	-	0.00%	-	0.00%	-	-	0.00%
1300	Tuition	-	-	0.00%	-	0.00%	-	-	0.00%
1400	Transportation Fees	-	-	0.00%	-	0.00%	-	-	0.00%
1500	Earnings on Investments	-	-	0.00%	-	0.00%	-	-	0.00%
1600	Food Services	-	-	0.00%	-	0.00%	-	-	0.00%
1700	Pupil Activities	-	-	0.00%	-	0.00%	-	-	0.00%
1800	Community Service Activities	-	-	0.00%	-	0.00%	-	-	0.00%
1900	Other Local Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
1910	Rental/Lease	-	-	0.00%	-	0.00%	-	-	0.00%
1920	Contributions/Donations	-	-	0.00%	-	0.00%	-	-	0.00%
1990	Miscellaneous Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
3000	Categorical Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
3954	Other State Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
4000	Grants Federal	-	-	0.00%	-	0.00%	-	-	0.00%
5200	Fund Transfer	-	-	0.00%	-	0.00%	-	-	0.00%
5900	Other Sources	-	-	0.00%	-	0.00%	-	-	0.00%
	Cap Reserve Bond Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
	Grants Local	-	-	0.00%	-	0.00%	-	-	0.00%
	Total Revenue	$ -	$ -	**0.00%**	$ -	**0.00%**	$ -	$ -	**0.00%**
	Expenditures:								
0100	Salaries	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
0200	Benefits	-	-	0.00%	-	0.00%	-	-	0.00%
0300	Purchased Professional and Technical Services	-	-	0.00%	-	0.00%	-	-	0.00%
0400	Purchased Property Services	-	-	0.00%	-	0.00%	-	-	0.00%
0500	Other Purchased Services	-	-	0.00%	-	0.00%	-	-	0.00%
0600	Supplies	-	-	0.00%	-	0.00%	-	-	0.00%
0700	Property	-	-	0.00%	-	0.00%	-	-	0.00%
0800	Other Expenses	-	-	0.00%	-	0.00%	-	-	0.00%
0900	Other Uses of Funds	-	-	0.00%	-	0.00%	-	-	0.00%
0910	Redemption of Principal	-	-	0.00%	-	0.00%	-	-	0.00%
0913	Principal on Leases	-	-	0.00%	-	0.00%	-	-	0.00%
	Grant Expense	-	-	0.00%	-	0.00%	-	-	0.00%
	Cap Reserve Expense	-	-	0.00%	-	0.00%	-	-	0.00%
	Total Expenditures	$ -	$ -	**0.00%**	$ -	**0.00%**	$ -	$ -	**0.00%**

DUE DATE:

August 30, 2023

School Name

Schedule of Income and Expenditures - Budget to Actual - 4th Quarter

For the Period Ended June 30, 2023

		Current Year FY 2022-2023			Projected Year End FY 2022-2023		Prior Year FY 2021-2022		
		FY Budget	Q4 YTD Actual	% to Budget	Year End	% to Budget	FY Budget	Q4 YTD Actual	% to Budget
	Revenue:								
5700	Per Pupil Revenue	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
1110	Mill Levy/Override	-	-	0.00%	-	0.00%	-	-	0.00%
1300	Tuition	-	-	0.00%	-	0.00%	-	-	0.00%
1400	Transportation Fees	-	-	0.00%	-	0.00%	-	-	0.00%
1500	Earnings on Investments	-	-	0.00%	-	0.00%	-	-	0.00%
1600	Food Services	-	-	0.00%	-	0.00%	-	-	0.00%
1700	Pupil Activities	-	-	0.00%	-	0.00%	-	-	0.00%
1800	Community Service Activities	-	-	0.00%	-	0.00%	-	-	0.00%
1900	Other Local Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
1910	Rental/Lease	-	-	0.00%	-	0.00%	-	-	0.00%
1920	Contributions/Donations	-	-	0.00%	-	0.00%	-	-	0.00%
1990	Miscellaneous Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
3000	Categorical Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
3954	Other State Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
4000	Grants Federal	-	-	0.00%	-	0.00%	-	-	0.00%
5200	Fund Transfer	-	-	0.00%	-	0.00%	-	-	0.00%
5900	Other Sources	-	-	0.00%	-	0.00%	-	-	0.00%
	Cap Reserve Bond Revenue	-	-	0.00%	-	0.00%	-	-	0.00%
	Grants Local	-	-	0.00%	-	0.00%	-	-	0.00%
	Total Revenue	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
	Expenditures:								
0100	Salaries	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%
0200	Benefits	-	-	0.00%	-	0.00%	-	-	0.00%
0300	Purchased Professional and Technical Services	-	-	0.00%	-	0.00%	-	-	0.00%
0400	Purchased Property Services	-	-	0.00%	-	0.00%	-	-	0.00%
0500	Other Purchased Services	-	-	0.00%	-	0.00%	-	-	0.00%
0600	Supplies	-	-	0.00%	-	0.00%	-	-	0.00%
0700	Property	-	-	0.00%	-	0.00%	-	-	0.00%
0800	Other Expenses	-	-	0.00%	-	0.00%	-	-	0.00%
0900	Other Uses of Funds	-	-	0.00%	-	0.00%	-	-	0.00%
0910	Redemption of Principal	-	-	0.00%	-	0.00%	-	-	0.00%
0913	Principal on Leases	-	-	0.00%	-	0.00%	-	-	0.00%
	Grant Expense	-	-	0.00%	-	0.00%	-	-	0.00%
	Cap Reserve Expense	-	-	0.00%	-	0.00%	-	-	0.00%
	Total Expenditures	$ -	$ -	0.00%	$ -	0.00%	$ -	$ -	0.00%

School Name

USE THIS TAB FOR CURRENT YEAR REVISED BUDGET DUE DECEMBER 15, 2022

		Audited Actual 2021-2022	Adopted Budget 2022-2023	Revised Budget 2022-2023	Estimated Actual 2022-2023	Projected Budget 2023-2024
	Balance on Hand July 1	$ -	$ -	$ -	$ -	$ -
	Revenue					
5700	Per Pupil Revenue	$ -	$ -	$ -	$ -	$ -
1110	Mill Levy/Override	-	-	-	-	-
1300	Tuition	-	-	-	-	-
1400	Transportation Fees	-	-	-	-	-
1500	Earnings on Investments	-	-	-	-	-
1600	Food Services	-	-	-	-	-
1700	Pupil Activities	-	-	-	-	-
1800	Community Service Activities	-	-	-	-	-
1900	Other Local Revenue	-	-	-	-	-
1910	Rental/Lease	-	-	-	-	-
1920	Contributions/Donations	-	-	-	-	-
1990	Miscellaneous Revenue	-	-	-	-	-
3000	Categorical Revenue	-	-	-	-	-
3954	Other State Revenue	-	-	-	-	-
4000	Grants Federal	-	-	-	-	-
5200	Fund Transfer	-	-	-	-	-
5900	Other Sources	-	-	-	-	-
	Cap Reserve Bond Revenue	-	-	-	-	-
	Grants Local	-	-	-	-	-
	Total Revenue	$ -	$ -	$ -	$ -	$ -
	Total Sources	$ -	$ -	$ -	$ -	$ -
	Expenditures:					
0100	Salaries	$ -	$ -	$ -	$ -	$ -
0200	Benefits	-	-	-	-	-
0200	Purchased Professional and Technical Services	-	-	-	-	-
0400	Purchased Property Services	-	-	-	-	-
0500	Other Purchased Services	-	-	-	-	-
0600	Supplies	-	-	-	-	-
0700	Property	-	-	-	-	-
0800	Other Expenses	-	-	-	-	-
0900	Other Uses of Funds	-	-	-	-	-
0910	Redemption of Principal	-	-	-	-	-
0913	Principal on Leases	-	-	-	-	-
	Grant Expense	-	-	-	-	-
	Cap Reserve Expense	-	-	-	-	-
	Total Expenditures	$ -	$ -	$ -	$ -	$ -
	Balance on Hand June 30	$ -	$ -	$ -	$ -	$ -
	Fund Balance as a % of Revenue	0%	0%	0%	0%	0%
	(Information Only (not presented)					
	TABOR Reserve (must meet 3% minimum)	0%	0%	0%	0%	0%

USE THIS TAB FOR NEXT YEAR'S PROPOSED BUDGET IN THE SPRING
DUE DATE: APRIL 15,2023

School Name

		Audited Actual 2021-2022	Revised Budget 2022-2023	Estimated Actual 2022-2023	Proposed Budget 2023-2024	Projected Budget 2024-2025	Projected Budget 2025-2026
	Balance on Hand July 1	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue						
5700	Per Pupil Revenue	$ -	$ -	$ -	$ -	$ -	$ -
1110	Mill Levy/Override	-	-	-	-	-	-
1300	Tuition	-	-	-	-	-	-
1400	Transportation Fees	-	-	-	-	-	-
1500	Earnings on Investments	-	-	-	-	-	-
1600	Food Services	-	-	-	-	-	-
1700	Pupil Activities	-	-	-	-	-	-
1800	Community Service Activities	-	-	-	-	-	-
1900	Other Local Revenue	-	-	-	-	-	-
1910	Rental/Lease	-	-	-	-	-	-
1920	Contributions/Donations	-	-	-	-	-	-
1990	Miscellaneous Revenue	-	-	-	-	-	-
3000	Categorical Revenue	-	-	-	-	-	-
3954	Other State Revenue	-	-	-	-	-	-
4000	Grants Federal	-	-	-	-	-	-
5200	Fund Transfer	-	-	-	-	-	-
5800	Other Sources	-	-	-	-	-	-
	Cap Reserve Bond Revenue	-	-	-	-	-	-
	Grants Local	-	-	-	-	-	-
	Total Revenue	$ -	$ -	$ -	$ -	$ -	$ -
	Total Sources	$ -	$ -	$ -	$ -	$ -	$ -
	Expenditures						
0100	Salaries	$ -	$ -	$ -	$ -	$ -	$ -
0200	Benefits	-	-	-	-	-	-
0300	Purchased Professional and Technical Services	-	-	-	-	-	-
0400	Purchased Property Services	-	-	-	-	-	-
0500	Other Purchased Services	-	-	-	-	-	-
0600	Supplies	-	-	-	-	-	-
0700	Property	-	-	-	-	-	-
0800	Other Expenses	-	-	-	-	-	-
0900	Other Uses of Funds	-	-	-	-	-	-
0910	Redemption of Principal	-	-	-	-	-	-
0913	Principal on Leases	-	-	-	-	-	-
	Grant Expense	-	-	-	-	-	-
	Cap Reserve Expense	-	-	-	-	-	-
	Total Expenditures	$ -	$ -	$ -	$ -	$ -	$ -
	Balance on Hand June 30	$ -	$ -	$ -	$ -	$ -	$ -
	Fund Balance as a % of Revenue	0%	0%	0%	0%	0%	0%
	Information Only (not presented)						
	TABOR Reserve (must meet 3% minimum):	0%	0%	0%	0%	0%	0%

School Name

USE THIS TAB FOR CURRENT YEAR FINAL REVISED BUDGET DUE MAY 15, 2023

		Audited Actual 2021-2022	Adopted Budget 2022-2023	Final Revised Budget 2022-2023	Estimated Actual 2022-2023	Proposed Budget 2023-2024
	Balance on Hand July 1	$ -	$ -	$ -	$ -	$ -
	Revenue					
5700	Per Pupil Revenue	$ -	$ -	$ -	$ -	$ -
1110	Mill Levy/Override	-	-	-	-	-
1300	Tuition	-	-	-	-	-
1400	Transportation Fees	-	-	-	-	-
1500	Earnings on Investments	-	-	-	-	-
1600	Food Services	-	-	-	-	-
1700	Pupil Activities	-	-	-	-	-
1800	Community Service Activities	-	-	-	-	-
1900	Other Local Revenue	-	-	-	-	-
1910	Rental/Lease	-	-	-	-	-
1920	Contributions/Donations	-	-	-	-	-
1990	Miscellaneous Revenue	-	-	-	-	-
3000	Categorical Revenue	-	-	-	-	-
3954	Other State Revenue	-	-	-	-	-
4000	Grants Federal	-	-	-	-	-
5200	Fund Transfer	-	-	-	-	-
5900	Other Sources	-	-	-	-	-
	Cap Reserve Bond Revenue	-	-	-	-	-
	Grants Local	-	-	-	-	-
	Total Revenue	$ -	$ -	$ -	$ -	$ -
	Total Sources	$ -	$ -	$ -	$ -	$ -
	Expenditures					
0100	Salaries	$ -	$ -	$ -	$ -	$ -
0200	Benefits	-	-	-	-	-
0300	Purchased Professional and Technical Services	-	-	-	-	-
0400	Purchased Property Services	-	-	-	-	-
0500	Other Purchased Services	-	-	-	-	-
0600	Supplies	-	-	-	-	-
0700	Property	-	-	-	-	-
0800	Other Expenses	-	-	-	-	-
0900	Other Uses of Funds	-	-	-	-	-
0910	Redemption of Principal	-	-	-	-	-
0913	Principal on Leases	-	-	-	-	-
	Grant Expense	-	-	-	-	-
	Cap Reserve Expense	-	-	-	-	-
	Total Expenditures	$ -	$ -	$ -	$ -	$ -
	Balance on Hand June 30	$ -	$ -	$ -	$ -	$ -
	Fund Balance as a % of Revenue	0%	0%	0%	0%	0%
	(Information Only (not presented)					
	TABOR Reserve (must meet 3% minimum)	0%	0%	0%	0%	0%

School Name

USE THIS TAB FOR NEXT YEAR'S ADOPTED BUDGET IN THE SPRING
DUE DATE: MAY 30,2023

		Audited Actual 2021-2022	Final Revised Budget 2022-2023	Estimated Actual 2022-2023	Adopted Budget 2023-2024	Projected Budget 2024-2025	Projected Budget 2025-2026
	Balance on Hand July 1	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue						
5700	Per Pupil Revenue	$ -	$ -	$ -	$ -	$ -	$ -
1110	Mill Levy/Override	-	-	-	-	-	-
1300	Tuition	-	-	-	-	-	-
1400	Transportation Fees	-	-	-	-	-	-
1500	Earnings on Investments	-	-	-	-	-	-
1600	Food Services	-	-	-	-	-	-
1700	Pupil Activities	-	-	-	-	-	-
1800	Community Service Activities	-	-	-	-	-	-
1900	Other Local Revenue	-	-	-	-	-	-
1910	Rental/Lease	-	-	-	-	-	-
1920	Contributions/Donations	-	-	-	-	-	-
1990	Miscellaneous Revenue	-	-	-	-	-	-
3000	Categorical Revenue	-	-	-	-	-	-
3954	Other State Revenue	-	-	-	-	-	-
4000	Grants Federal	-	-	-	-	-	-
5200	Fund Transfer	-	-	-	-	-	-
5900	Other Sources	-	-	-	-	-	-
	Cap Reserve Bond Revenue	-	-	-	-	-	-
	Grants Local	-	-	-	-	-	-
	Total Revenue	$ -	$ -	$ -	$ -	$ -	$ -
	Total Sources	$ -	$ -	$ -	$ -	$ -	$ -
	Expenditures						
0100	Salaries	$ -	$ -	$ -	$ -	$ -	$ -
0200	Benefits	-	-	-	-	-	-
0300	Purchased Professional and Technical Services	-	-	-	-	-	-
0400	Purchased Property Services	-	-	-	-	-	-
0500	Other Purchased Services	-	-	-	-	-	-
0600	Supplies	-	-	-	-	-	-
0700	Property	-	-	-	-	-	-
0800	Other Expenses	-	-	-	-	-	-
0900	Other Uses of Funds	-	-	-	-	-	-
0910	Redemption of Principal	-	-	-	-	-	-
0913	Principal on Leases	-	-	-	-	-	-
	Grant Expense	-	-	-	-	-	-
	Cap Reserve Expense	-	-	-	-	-	-
	Total Expenditures	$ -	$ -	$ -	$ -	$ -	$ -
	Balance on Hand June 30	$ -	$ -	$ -	$ -	$ -	$ -
	Fund Balance as a % of Revenue		0%	0%	0%	0%	0%
	Information Only (not presented)						
	TABOR Reserve (must meet 3% minimum).		0%	0%	0%	0%	0%

ATTACHMENT 12: DCSD PURCHASED SERVICES AGREEMENT

Douglas County School District
Learn Today. Lead Tomorrow

DCSD
Charter School
Purchased Services Agreement
2023-2024

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Charter School
Required Services

District Support Staff

Charter District support staff includes, but is not limited to staffing and expenses for the following:

Choice Programming Department

Charter contract renewals and waivers, charter school UIP review, Open Enrollment support, Infinite Campus and Workday support, teacher induction, DAC/SAC support, annual charter reviews, communication and support to charter school administration and governing boards, coordination with charter schools on district security procedures, coordination with other district departments, general assistance in the areas of legal questions, statutory compliance, board issues, parent concerns, student issues, and discipline problems.

Human Resources

Workday basic functionality - employee record warehouse, Employee Self Service (ESS). The Colorado Department of Education (CDE) reporting, periodic questions and data review and submission. All required employee data must be entered into workday.

Business Services

Business and financial support, Data Pipeline reporting to CDE, quarterly financial reporting to the Board of Education, audit/Annual Financial Report presentation, billing, wire transfers, Infinite Campus/My School Bucks issue resolution, meetings, miscellaneous questions and problem resolution.

Student Data and Information Services

Help desk, legal/subpoenas, enrollment roll, foreign students, archival/retention of records, student counts, state reporting, attendance, records requests, exception reports, provide templates for calculation of minutes for reporting, course codes and building new calendars in IC.

Legal

Outside legal costs related to a Charter are billed in full to the Charter using the outside counsel services.

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Internal Technology Services (Help desk)

Help desk tickets relating to Google Apps, Infinite Campus, My School Bucks, network connectivity, identity management and provisioning for Gmail. Rolling of student information for Infinite Campus, Identity management and security tools.

Emergency Management Services

Services include Emergency Response and Crisis Management (ERCM) planning, access to online documentation and support, on-site training of staff, site and building safety assessments, access to district level training and tabletop exercises, and emergency drill data reporting and compliance documentation.
Standard Response Protocol (SRP) includes training of staff, printed materials for classrooms and common areas, and online training courses.

Consultation and guidance on various safety and security matters including; sex offenders, threat assessments, suicide assessments, child abuse and mandatory reporting procedures, employee investigations, child/parent custody, and trespassing issues.

Emergency notifications to building Administration or designee from Security Dispatch Center through school messenger for incidents that may impact the normal operation of schools or potential safety concerns.

Technology – Maintain FCC licensing on radios used by Charters. Provide programming of supported school radios. Maintain and support School Emergency Radio. Provide general support and review on security technology when requested.

24-Hour Dispatch - This a constant coverage where schools have access to notifications and information 24-hours a day. Provide assistance through radio communication and telephone for emergency and non-emergency situations. Assist in Law Enforcement requests pertaining to students or staff during and after hours. Utilize security technology, where applicable, to assist/verify in a situation.

Patrol – Provide visits to ensure safety and security of students, visitors and staff and to ensure the security of buildings and property. Responds to calls for security assistance.

If the Emergency Management Services team is called to respond to a specific emergency situation and additional costs are incurred for items such as transportation, the individual charter school will be billed for those specific resources as necessary.

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Student Information System (Infinite Campus)

All schools must use Infinite Campus for the student database. This cost is related to annual fees related to the software licensing and maintenance contract. District time spent for application support staff cost and technical support staff cost (including account management) and infrastructure is included in total direct staffing.
Does not include purchase, maintenance and/or repair of internal data network systems and computer workstations, or any application software, other than those directly related to the use of Infinite Campus.

***CONDITIONS*:**

- Computer workstations must meet minimum DCSD hardware and software specifications annually for computers accessing district applications
- District staff must have physical access to technology equipment as required for upgrades, maintenance and repair
- Charter school staff must be trained and supported by the district, both initially and ongoing, for Infinite Campus and account management
- Infinite Campus system utilization must comply with all established district practices, policies and procedures
- Charter schools acknowledge that they cannot copy, modify or distribute the Infinite Campus system in any manner
- Charter schools acknowledge that Infinite Campus and other designated support systems is the official vehicle for all state/federal reporting activities, including the annual student count

Student Data Privacy Act Roles and Responsibilities

House bill 16-1423 mandates local school districts and charter schools implement the following items:

Each Charter school is responsible for

- Adopting a student data privacy policy
- Creating a webpage for transparency that has the following
    - List of student PII collected by the charter
    - List of CDE student PII
    - List of Apps that are used by the school
    - List of vendors that collect student PII
        - WIth contract and Data privacy addendum
- Conduct Mandatory training regarding student privacy

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Douglas County School District will share resources with our Charter schools.
On the district Student Data Privacy Site are resources:

- List of district apps
- App vetting process
- Data privacy addendum
- List of student PII collected by the district
- Link to the CDE student PII collected
- Link to vendors that collect PII and their contracts

We will also share the mandatory training modules.

Learning Services

Assessment

State and district required assessments are administered per charter contract.
The required assessments* include:

	Grade(s)	State Statute (CRS)	Notes
English Language Arts	Grades 3 - 8	§22-7-1006.3(1)(a)	Colorado Measures of Academic Success (CMAS)
Math	Grades 3 - 8	§22-7-1006.3(1)(a)	CMAS
Science	Grades 5, 8 and 11	§22-7-1006.3(1)(a)	CMAS
Social Studies	Grades 4 and 7	§22-7-1006.3(1)(a)	CMAS
9th grade Assessment Aligned with State Academic Standards	9th grade	§22-7-1006.3(2)(a)	PSAT 8/9
10th grade Assessment Aligned with State Academic Standards	10th grade	§22-7-1006.3(2)(a.5)	PSAT 10
Curriculum-based College Entrance Exam	11th grade	§22-7-1006.3(2)(b)	Colorado SAT
English Language Proficiency		§22-24-105	WIDA Screener Grades 1-12

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WIDA Assessments *WIDA Assessments are Federal assessments, and are not part of the parent refusal process			(identification assessment) WIDA-ACCESS (annual assessment)
Colorado Alternate Assessment (CoAlt)**	Grades 3 - 11	§22-7-1006.3(3)(c)	Alternate assessment for students with significant cognitive disabilities
Universal Screening Assessment (Gifted Identification)	Grade 2, 5 or 6	§22-20-204(2)	Cognitive Abilities Test (CogAT)
Early Literacy (READ Act)	Kindergarten - 3rd grade	§22-7-1205(1)(a) and §22-7-1209(1)(b)	i-Ready® (or other approved interim READ Act assessment)
School Readiness	Kindergarten	§22-7-1004(2)(a) and §22-7- 1014(2)(a)	TS GOLD - Assessment may be waived

* CDE Reference for federal and state required assessments

** This includes alternate state assessments, DLM and CoAlt, for students determined eligible for the alternate assessment according to the CDE alternate assessment participation guidelines.

State Testing

The District provides required accommodations training for state assessments and training to administer and process state assessments. Training opportunities are also provided to use the district-approved assessment management system for analyses of state assessment results. The basic cost for assessment services includes accommodation, administration, and processing trainings. Additionally, access to use the district-approved assessment management system and training opportunities to use this tool are included in the base cost. The District does not provide stipends for Charter staff for implementing required testing.

In preparation for state testing, each charter school should review the latest online testing hardware and software requirements from CDE. Schools need to have an adequate number of devices that meet these requirements in order to give the online test(s) during the 3-week testing window. (Note: Student owned devices cannot be used

for state testing.)
Schools have the option to request a Memorandum of Agreement (MOA) to allow them to use paper-based testing for all state mandated assessments. This MOA will outline the expectations from the school in managing paper based assessments. Cost associated with this will be TBD at the time the MOA is created.

Early Literacy (READ Act) Assessment and Data Submissions

All district schools are expected to comply with the requirements of the READ Act, including state data collections and submissions. The READ Act compliance cost is part of the Charter School Staff cost; however Charter schools are responsible for the actual cost of the READ Act assessment.

The District purchases licenses for i-Ready® for both reading and math. (The i-Ready® reading assessment is an approved READ Act assessment.) Charter schools may choose to purchase licenses for i-Ready at the district rate of $5.80 per student per subject ($11.60 per student for both reading and math) or they may elect to purchase licenses for another approved READ act assessment directly from the vendor. Each charter school that chooses to purchase another READ approved assessment would be responsible for submitting data for state reporting in the correct format by the submission deadline. (Refer to the Optional District Supported Assessments List Below. This list was recently updated based upon the READ Act Assessment Review. is also currently under assessment revisions. The ELAT assessment for 2023-2024 has not yet been determined. More information will be sent out as it becomes available.)

- Acadience Reading (previously published under DIBELS Next) published by Acadience
- Amplify mCLASS with DIBELS 8th Edition, 2018; mClass Lectura 2022
- Curriculum Associates, LLC i-Ready Assessment for Reading, 13.0, 2022
- Indicators of Progress for Early Reading (ISIP ER) (English and Spanish) published by Istation
- Star Early Learning published by Renaissance Learning, Inc.

All Charter schools must submit data for the following state collections and reports for the READ Act:

- READ Data Collection for Per Pupil Funding
- READ Budget Submission
- READ K-3 Literacy Program Reporting
- READ K-3 Evidence-Based Teacher Training Requirements

School Readiness Assessment

Licenses are purchased for Teaching Strategies GOLD, an approved assessment for school readiness. Charter schools with documented waivers from School Readiness Assessment (C.R.S. 22-7-1014(2)(a)) for administering this assessment will not be

charged for these licenses. (See 22-23 2023 - 2024 Purchase Services Agreement Pricing Table)

Assessments of Multilingual Learners are federally mandated and include the WIDA Screener (grades K-12)(used to determine student eligibility for English language development programming as defined by federal and state statute), and WIDA-ACCESS 2.0 (the required annual English proficiency assessment for NEP and LEP students.

Gifted & Talented Universal Screening

The District uses the Cognitive Abilities Test (CogAT) as a universal screen in second grade and in the transition year to middle school (5th or 6th grade). The results of this assessment are used to help determine appropriate programming and services for all students in those grades. No per-pupil charge is assessed to the Charters for the CogAT assessment, processing, or scoring when conducted using the district's process and protocols during the district-established CogAT Universal Screening window. Charters may also choose to utilize the CogAT outside of the universal screening years as outlined in the Optional Services Section of this agreement.

Unified Improvement Plan

The Learning Services Department and School Leadership Department, in collaboration with the Office of Choice Programming, communicates with all charter schools regarding the Unified Improvement Planning (UIP) process and any yearly changes to the process that are mandated by the state. The Office of Choice Programming, School Leadership team and Assessment and System Performance Office provide support and consultation at a universal level to all charter schools inclusive of information and guidance with the Colorado Department of Education's Online UIP System, district-approved assessment management system and SchoolView. The District facilitates review and approval of charter unified improvement plans by the Office of Choice Programming and School Leadership support staff. District staff also facilitate approval of the plans by the Board of Education if required in the case of any charter schools with a plan type of Priority Improvement or Turnaround.

In the case of charter schools with a plan type of Priority Improvement or Turnaround, more intensive targeted support is provided, including one-on-one meetings and UIP/data training with charter school staff; targeted communications with CDE staff regarding plan requirements and recommended revisions; and coordination of CDE resources. The Douglas County School District submits all UIPs regardless of plan type to CDE via their online system and for schools on Priority Improvement or Turnaround conducts continuous reviews and progress checks regarding their UIP implementation.

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Treasurer Fees

The County charges the District a fee for collection of property taxes. Since the District passes the charter schools 100% of PPR, these fees will be charged to the Charter school on a per student basis.

Election Fees

In the event the District seeks additional funding through a Mill Levy Override or Bond the District pays fees for the inclusion of the measure in County elections. Since we pass on 100% of the Mill Levy Override received on a PPR basis, the charter schools will be charged their part of these fees on a PPR basis.

Foote Youth Service Center

The center serves the 18th Judicial District to provide secure detention for youth 10-17. Cherry Creek school district provides licensed staff for youth in the facility. The cost of the facility is billed to school districts in the 18th Judicial district including Douglas County School District. A portion of these fees are charged to the Charter school on a per student basis.

Canvas Accounts

Canvas LMS is a powerhouse of course organization, resource management, staff guidance, and personalized learning. Canvas modules help facilitators organize and sequence content, learning activities, assessments and streamline the delivery of professional learning. The per user license fee includes 24/7 support, access to training materials, custom professional development creation, mandatory training courses, and other DCSD professional learning opportunities. DCSD professional learning leverages Canvas to deliver:

- Mandatory Training
- Ability to register and take District PD opportunities like Threat Assessment, SPED, CPI, SEL, ELD courses and many more
- Flexible site based and managed pd delivery system (optional)

Google Suite

Google Suite products included in Education Plus level access for students and staff

(Docs, Sheets, Slides, Forms, Classroom, Sites, Groups and others). The Google Apps for Education Suite is a fantastic group of collaborative tools. The Apps Suite includes: Google Docs, Presentations, Spreadsheets, Forms, Sites, Calendar and Mail. The use of these tools enables students to work collaboratively on many types of products, communicate easily with their classmates and teachers and creatively demonstrate their knowledge and learning. It is also a highly efficient tool that can help your school to go green. With safety and security features designed especially for k-12 students, it provides students with the powerful tools they need while allowing school administrators control over access.

CONDITIONS:

- Computer workstations must meet minimum district hardware and software specifications annually for computers accessing district applications
- District staff must have physical access to technology equipment as required for upgrades, maintenance and repair
- Charter school staff must be trained and supported by the district, both initially and ongoing, for Gmail and account management
- Gmail system utilization must comply with all established district practices, policies and procedures
- Charter schools acknowledge that they cannot copy, modify or distribute the Gmail system in any manner

Student Support Services

English Language Development

This is a compliance model with limited services. Charter schools are 100% responsible for all legal and settlement costs for any English Language Development (ELD) litigation or claims. For more information please refer to the English Language Development Compliance plan update

Charter schools will:

- Communicate with parents/families in the parents'/family's preferred language, and provide interpretation and translation services for families in need of such service regardless of the student's English proficiency (see the US Department of Education Fact Sheet).
- Ensure charter school ELD teachers participate in all required ELD training (typically named "essentials" or Think Tanks). Additionally, charter schools have access to ELD training regarding the following: ELD programming and services, related services, assessments, identification of potential MLs, eligibility for ML services, and access to language learning in the general education setting.

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- Ensure every NEP, LEP, and Year 1/Year 2 Monitor student receives direct and consistent ELD instruction by a certified and endorsed ELD teacher.
- Ensure adequate ELD staffing allocations to directly and consistently serve every NEP, LEP, and Year 1/Year 2 Monitor student. Recommended staffing ratio is 1 certified and CLD endorsed ELD teacher for every 30 students. If recommended staffing ratio is not in place, charter school leadership will provide a justification of the ELD program, including successful student outcomes according to CDE's English proficiency trajectory, in the school compliance plan.
- Have access to the Language, Culture, & Equity leadership, and/or LCE Coordinator, and/or ELD Team Lead, and/or ELD Charter Lead for consultation regarding compliance with federal and state laws and district procedural guidelines.
- Have Access to Title Funded testing and instructional materials unique to English Language Development programming services through the District Library Media Center.
- Utilize the DCSD Multilingual Learner Plan platform.

Gifted Education

This is a compliance model, with access to certain gifted education services necessary to identify, plan for, and serve gifted learners. Charter schools are responsible for all legal costs for any litigation involving gifted education, and they are responsible for settlement costs incurred as a result of such litigation. For more information please refer to the Gifted Education Compliance plan.

Charter schools will:

- Have access to the gifted education coordinator, and/or team lead, and/or Charter Lead for consultation regarding compliance with federal and state laws and district procedural guidelines.
- Have access to formal and informal training on gifted services, related services, assessments, and identification/eligibility supporting the identified gifted learners' access to the unique curriculum of the charter school.
- Have access to professional materials unique to gifted education programming services through the DCSD Gifted Education Charter Leads.

Special Education Services

This is a compliance model, with access to certain special education itinerant teams necessary to support students at charter schools. Charter schools are responsible for all legal costs for any special education litigation, and they are responsible for settlement costs incurred as a result of special education litigation. For more

information please refer to the Special Education Compliance plan.

Teams are able to provide the following services:

- Direct Services: The specialized service professional provides face-to-face interaction between the student/child and therapist. This may be delivered individually, in a small or large group or with another team member (such as co-treating). Direct services will be provided, when appropriate, for students that attend a campus within the boundaries of the Douglas County School District.
- Consult Services: Consultation is often considered the deliberation and exchange of recommendations among professionals for the purpose of generating ideas, nuancing programs, crisis management, and discussing professional resources and opinions.
- Coaching: coaching is a short term (up to 4 weeks) partnership between the charter school staff and an expert that is focused on improving teacher/student outcomes, giving feedback regarding student learning, designing and implementing student based interventions and collecting data. Sometimes this can be done virtually.

All teams have an evaluation component to their work. When evaluation of a student is necessary, the teams will collaborate with the charter school team to complete.

Teams that provide direct and consultative services are:

- Vision
- Deaf/Hard of Hearing

Teams that provide consultative services and limited coaching

- SWAAAC
- Behavior Team
- Autism Team
- SWAP (School to Work Alliance Program)

Charter schools will be responsible for:

- Obtain/purchase their own assessment materials used for special education evaluation. If a district owned assessment kit is checked out from the district District Library Media Center , the charter school will be charged a $15 fee for each consumable testing protocol used.
- Ensure charter school special education staff participate in all required special education training (typically named "essentials").

Charter schools will:

- Have access to professional development courses related to compliance or

funded by Title II free of charge. Special service providers (SLP, mental health, etc.) are invited to attend regular discipline-specific meetings.

- Have access to their designated special education director, special education coordinator and itinerant team lead for consultation regarding compliance with federal and state laws and district procedural guidelines.
- Have access to second level vision and hearing screening follow-up services for students.
- When it has been determined with consultation from the SWAAAC, Vision or Audiology team that equipment or software is necessary:

  Trial: Equipment may be checked out for up to 2 months for trial use by a charter school, subject to availability. Data will be collected to determine efficacy of the accommodation/equipment/software to determine if it is required for the student to access their general education curriculum. If it is determined that the equipment or software is required, the charter school must purchase the equipment/software.
- Hire school-based staff and purchase equipment required to comply with student IEPs.
- When hiring a school social worker they will have a minimum of a masters degree and hold the CDE special service provider license.
- When hiring a school psychologist they will have a minimum of a specialist degree and hold the CDE special service provider license.
- When taking on a school social worker or school psychologist intern they will be supervised by a school social worker or school psychologist that meets the minimum education requirements and holds the CDE special service provider license.

Section 504

This is a compliance only model. Charter schools are responsible for all legal and settlement costs for any Section 504/OCR litigation or claims. For more information please refer to the 504 Services Compliance plan.

Health Services

Each charter school will hire a bachelor's prepared registered nurse who holds a CDE special service provider license. This registered nurse must be available for consultation during all school hours and for before or after school activities. When the charter school nurse is not present at the charter school, the charter school must have designated staff available on-site, who have been trained in general health conditions

and medication administration. These designated staff will deliver health related care to students under the direction of the charter school nurse. Health Services Compliance plan must be completed yearly.

The DCSD Coordinator of Nursing Services may meet with the charter school nurse upon request to help orient him or her to the National Association of School Nurses practices, including knowledge of the nurse delegatory clause of the Colorado Nurse Practice Act and knowledge of district policies regarding health care services. Charter school nurses are invited to attend school district sponsored monthly informational nurse meetings and school district sponsored bi-annual training sessions that are provided to all school health persons.

Mental Health

Charter schools will:

- Have Support from the district crisis team in the event of a charter school student or staff member traumatic event. The charter school will follow crisis team processes for communication and support for the school community during and following the crisis event.
- Have access to on-site preparedness training from the district crisis team in advance of any potential traumatic event. Have access to preparedness training, PrePare 3, on the process for a school level response to a death of a student or staff member or other traumatic event directly impacting students, staff or the school community. The charge from NASP is $55 per participant for online materials. The charter schools need to pay the $55 dollar fee per participant for access to the online materials.
- Ensure charter school administrators (minimum 1 per school (Two is recommended) and all charter school mental health (counselors, social workers, and psychologists) providers attend required district threat assessment training, offered free of charge. Staff need to first take the Initial Threat Assessment Training and then the Refresher Threat Assessment Training every 3 years.
- Ensure that all charter school mental health providers (counselors, social workers, and psychologists)attend required QPR or ASIST, and the DCSD suicide procedures training, offered free of charge. QPR needs to be taken every 2 years, ASIST needs to be taken every 3 years, and the DCSD Suicide Procedures training needs to be taken every 3 years.
- Ensure the charter school mental health provider delivers the district "keeping students safe" part 2 training to the entire charter school staff at the beginning of each school year.

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- Ensure all charter school staff complete online mandatory training that includes child abuse and neglect reporting training, Handle With Care Training and the Keeping Students Safe training.

Crisis Team Support

- In the event of a student or staff member death (or other traumatic event) the crisis team will respond to the school. A crisis lead responder will work directly with the school leader(s) and mental health provider(s) to implement established procedures for communication (student, staff and community), providing support to students and staff, monitoring safety, connecting students or staff with resources outside of school if necessary, sharing resources with parents, and debriefing. Preparedness training and utilizing established procedures minimize the potential for an incident to become chaotic or the potential for making a serious error in communication. It is important that students and staff members directly impacted by a traumatic event receive the support and counseling they need, and that the school community can reintegrate back into normal routine.

Homeless Student Services

Charter schools will have access to the district homeless student liaison for homeless student services pursuant to the McKinney-Vento Homeless Assistance Act free of charge.

Grant Administration

The District recognizes that Charter Schools are utilizing revenue sources associated with federal and state agency grants. The District is required to be Fiscal Agent on such grants meaning the District is responsible for oversight, approval, review and distribution of funds.

These administrative tasks result in the utilization of District resources. In recognition of this, the District is mandating the following.

Grant Submission

Prior to consideration of response to a request for proposal or grant application, the District Grant Office must be consulted to determine viability of the grant. Any new grant in which the District is listed as the Fiscal Agent or Authorized Representative, or requires the Superintendent or Board of Education signature, or reporting of the District financial statement, shall be reviewed by the District Grant office before submission. This includes review of related budgets, applications and any other attachments. The Charter School shall request reimbursement of the maximum allowable indirect/administrative costs as dictated by the grant.

New Charter Start-up Grants

This is a three year grant for new charter schools. This grant is subject to the guidelines outlined in the grant submission section above.

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Year 1 – No administration fees will be charged by the District.
Year 2 and 3 – Administration fee of 3% will be charged by the District (from General funds).

Grants that allow Indirect/Administration
The District shall retain up to 100% of the allowable indirect/administration reimbursement. If the grant allows for indirect costs, but the Charter School failed to include the request in their application/budget, the Charter School shall pay the District for administration out of their general funds. The District may withhold these funds directly through the monthly wire transfer.

Grants that do not allow for Indirect/Administration
The District reserves the right to decline grant submission for any grant that does not allow for reimbursement of indirect/administrative costs. If the District decides to submit the grant, the District reserves the right to charge up to 3% indirect costs to the Charter School. This fee shall be paid out of the Charter School general funds. The District may withhold these funds directly through the monthly wire transfer.

Charter School
Optional Services

Learning Services

District-Supported Assessments:

The Assessment Office provides management and support for assessments that DCSD schools are using, including approved READ Act assessment and NWEA MAP testing. Charter schools have the option to purchase the services of any district-supported assessments.

- The cost of assessment is based on pricing structure (i.e. cost per student) established in the vendor contract
- For training and other professional development related to the assessment, charter schools must contact the vendor(s) directly
- *NWEA MAP testing - If Charter School elects to join the district NWEA account, the total pricing is based on the cost per student license per assessment accessed (please see table below). Charter schools that choose to purchase licenses will reimburse the DCSD Assessment Office the cost of those licenses through Charter school monthly transfers. (You will be asked to estimate the total number licenses requested in Feb. of the prior year)*

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Curriculum, Instruction and Assessment

Art Show:
Participation in the district Art Show. The charter school art teacher is required to set up and take down all art exhibits for their charter school.

Spelling Bee:
Participation in the district Spelling Bee.

Professional Development:
All DCSD professional development opportunities are available to Charter schools. Some courses may incur an additional cost for materials or supplies, etc. If a training/class is delivered only for charter school staff, the cost of instructor pay may be incurred. If there is an associated cost with any particular session, that will be notated within Canvas. Charter schools must use Canvas LMS to access district offerings, including Mandatory Training.

District Library Media Center

Full Media Services:
Full Media Services - This package includes library system and database technical support, access and use of media resources (books, audio books, DVD's, culture kits, science models, novels sets, professional resources, technology equipment, and robotics), and use of the production room and innovation lab. Additional services: curriculum driven collection alignment support, assistance with weeding, trainings related to library best practice, digital resource IP access, and TeachingBooks.net, as well as general library management support and mentoring. Must purchase Destiny software from the vendor.

Additional media services:

- If **Media Delivery** is needed, please purchase the Mail Services option under Business Services - One delivery per week.
- Follett K-12 Education Technology, Products, Materials, and Services- **Destiny Library Manager, Resource Manager, etc.**
    - **Contact the vendor directly.** Contact information and pricing can be found at this link. **After you have purchased software from Follett please email your paid invoice to** Tking@dcsdk12.org **to get your access turned on.**

        - **Contact vendor directly for renewal fees** for updates and maintenance for Destiny Library Manager, Resource Manager and Software.
        - **Destiny license for Special Education Test check out**. (Only needed for Charters that don't purchase their own Destiny License.)
- SORA/Overdrive access- Will be provided as a bonus to the schools that purchase Destiny. The schools that do not purchase Destiny will be unable to access SORA.
- **Start - up collection and cataloging services** - TBD based on collection requirements. Contact the IDC with questions and support.
- **Original Cataloging** is now outsourced as DCSD no longer has a cataloger on staff.
    - $4.00 per book
    - $8.00 per kit
    - Purchasing books through Follett's Titlewave System provides cataloging, processing, and free MARC records for shelf ready books free of charge. Please contact DLMC to set up an account.
    - If full library services are purchased copy cataloging training is provided for library staff at your school.
- TeachingBooks.Net - An engaging collection of resources that brings books to life. TeachingBooks strives to enrich everyone's experience reading children's and young adult books.
- Movie Licensing USA USA Movie Licensing Site based fee is calculated based upon enrollment;
    - Required to show movies anytime it is not connected to curriculum and instruction (after school daycare, recess, parties, inclement weather, etc.).
- Typing Pal -
    - A personalized approach to learning keyboard skills using web browser; short lessons
    - Elementary only

Student Support Services and Prevention Teams

Gifted Education Identification and Programming

The Exceptional Children's Education Act (ECEA) requires all schools in Colorado to identify, plan for, and serve gifted learners. School teams must collect and use a body of evidence of qualitative and quantitative data for identification and planning including cognitive, achievement, observation, and performance indicators. The optional assessment and evaluation services for gifted education include the following tools, protocols, and processes. Cost of assessment is based on pricing structure (i.e. cost per student).

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Gifted Identification

- CogAT (used in grades outside Universal Screening Years or outside of DCSD assessment window)
- Scales for Identifying Gifted Students (SIGS)
- Protocols for gifted identification in Creative Thinking, Leadership, or the arts

Programming

- Iowa Acceleration Scale (used to determine full grade acceleration)

Early Access to Kindergarten and First Grade

- Should a charter school choose to enroll a student granted early access to school (kindergarten or first grade) through the DCSD Early Access Process, the charter school shall refund the DCSD Gifted Education Department the full cost of assessment and evaluation.

Prevention and Behavior Supports

Charter schools may access the district **Prevention and Behavior Supports** for specific prevention and wellness programming. This team offers direct services delivery, specific events and consultation that support the Social Emotional wellness and Prevention needs of the whole child subject to schedule and availability. Charter schools will be charged actual cost per service(s) or event(s).

Business Services

My School Bucks:

Online credit card payment method that allows parents to pay fees posted in Infinite Campus. The bank used by the charter school must be able to accept ACH transactions. The charge to the charter school is a 3.3% processing fee, charged by Heartland (parent of My School Bucks). Contact My School Bucks for support and Business service staff are available for training and additional support as needed.

Mail Services:

Intra-district Mail Service: Pickup and delivery of intra-district mail. (1 day a week)

eDCSD online Education Program

This option allows our charter schools to purchase student seats in order to take a course through our district's online school in grades 1 thru 12. This option allows a charter student to take courses not offered by the charter within the school day, such as advanced math or world language classes. Up to 2 courses per student can be offered at no cost to the student or charter as long as eDCSD has space available in the requested courses. Students must secure approval from the staff at the Charter school prior to enrollment and must meet application due dates posted on eDCSD website.

Homebound Services

Homebound programming is available to students who are unable to attend school due to a qualifying medical or psychological condition. Homebound programming is a temporary placement. Requests for homebound programming need to be initiated through the student's school of attendance. Families will need to provide medical documentation and allow applicable parties to speak with medical professionals to devise an appropriate plan. Plans are developed based on student's individual needs/circumstances in the least restrictive environment as possible by all applicable stakeholders. Homebound Programming Guidance

Process for Determining Eligibility

- Determination eligibility for academic support through homebound education programming is a collaborative process involving the student, parent, school nurse consultant, instructional staff and school counselor (mental health provider, if applicable) from the student's neighborhood school, and the homebound coordinator. When an application is received from a student who is served pursuant to an IEP or a Section 504 plan, a meeting of persons knowledgeable about the student's needs will be convened to make a team determination regarding the application.
- Completion of the application is NOT a guarantee of enrollment

Cost estimate per student

- Elementary Education, K-6th grade: $700 total curriculum costs (regardless of the number of courses provided) plus $50 per hour for staffing/instruction costs.
- Secondary Education, 7-12th grade: $100 per semester course $50 per hour for staffing/instruction costs.

All Levels: Added programming costs vary for additional services and intervention programs.

Human Resources Services

Staffing Services:

Posting - Adding an open position to the DCSD website with a referral to apply at the school. Also, other external websites can be provided for consideration. Basic posting, plus additional options will be presented at cost. The District has worked to pursue many external posting contracts to provide expanded sourcing options.

Substitute Software - Using software to smoothly fill teacher substitute needs in an automated fashion, utilizing either your own select listing, or the District substitute pool.

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(AESOP).

- Schools using AESOP can not exceed DCSD pay rate

Information Technology Services

<u>WAN & Data Center Services</u> (monthly recurring cost/one time cost for router and Annual router maintenance fee)

1Gb fiber-optic Wide-Area Network (WAN) circuit, including Internet & Web filtering from the charter school to the primary district data center. This is a flat rate service, no additional rebate payable. By choosing this option charter schools will be held liable for all their recurring costs through the life of DCSD's Centurylink Geomax contract.
Services:

- 1 gig connection to data center
- 10 gig shared connection to internet
- Next Gen Firewall protection managed by DCSD staff (CIPA compliant)
- Content filter managed by DCSD staff (CIPA compliant)
- Ability of opting into content caching services for state testing

<u>Optional Network Connectivity:</u>
The charter may choose to connect to DCSD application services through their own Internet services. DCSD will provide a secure Virtual Private Network (VPN) to applications subscribed through this service agreement.

Warehouse Supply Purchases

We are excited to offer access to our warehouse and hope this will provide savings to your schools. Charter schools have the option of purchasing office and school supplies from the District Warehouse at the current cost plus 5% ordering/handling fee calculated on the total invoice. Charter schools must pick up all warehouse purchases at the Warehouse: 701 Prairie Hawk Dr. Castle Rock CO 80109 at door E on the east side directly in front of you as you pull into the lot. Please ring the doorbell at door E for service. Products ordered are for school use only and not for resale or distribution.

Orders must be placed by Thursday at 1pm for pick up on the following Monday (or Tuesday in case of a district holiday) between 8am and 2pm. Orders will be loaded into the Charter school vehicle. Large orders may be on a pallet and can be placed in a truck or van as desired.

A catalog of items available is being developed and will be distributed prior to the new school year. The costs of items in our warehouse are calculated on average ordering costs, please note the pricing available on the catalog will be an estimate and will adjust slightly from what is listed. You may call to get current pricing of items as needed. Order fulfillment is subject to product availability and the warehouse reserves the right to adjust orders to ensure minimum supplies are available to others.

Security

Shared School Resource Officer Program
Program provides daily contact in person or through available forms of electronic communication, Provide education and counseling to students on law enforcement matters, act as liaison between Chief and School District coordinating matters of mutual law enforcement concern. Create an open uninhibited environment of discussion geared to understanding and respect for each other. Investigate law enforcement and public safety issues while on campus. Service is coordinated and purchased through DCSD Security. Pricing is dependent on the agency providing service, see pricing page for more details.

Dedicated School Resource Officer Program
Provides a permanently assigned police officer to the school (may be shared with another school and costs split) to handle various safety issues, provide educational instruction to students, serve as a role model and mentor to students, respond to criminal related matters, and provide enhanced protection for school. **Each school must contract directly with the law enforcement agency for these services they are not provided through the DCSD Security Department.**

2023-2024 Purchased Services Agreement Pricing

*these costs are estimates, actual and final costs will be communicated and charged to charter within 90 days of end of the school year (by September 30)

Required Service	Cost based on Estimated Budget
District Support Staff	$45.28 per FPC
Emergency Management	$5.92 per FPC
Student Information System (IC)	$10.46 per FPC
Assessment Services: All State & District Required Assessments Include UIP	$21.87 per FPC

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School Readiness Assessment (TS GOLD)	$10.45 per kindergarten student
Treasurer fees	$13.23 per FPC
Election fees	$5.02 per FPC
Foote Detention fee	$4.11 per FPC
Workday	Contingent Worker Fee 0.125 (x FTE staff) x $51.94.
Canvas	$5.87 per FTE Staff
Google Suite Education Plus	$4.26 per student
Special Education	$530 per FPC
Gifted Education Support	$8.01 per FPC
English Language Development (ELD) Support (per ELD Student)	$158.71 per ELD Student
Crisis Team support	$1.63 per FPC
Health Oversight	$3.55 per FPC

***Charter Schools with documented waivers for School Readiness Assessment will not be charged**

Optional Services	**Cost based on Estimated Budget**
Learning Services	
NWEA MAP Testing†	$2.00 per test administration fee
• Reading, Math and Language	$10.25 per test
• Science	$2.50 per test
i-Ready - (Complies with the READ Act) **(request & Paid through vendor)**	$5.80 per FPC (for each subject) $11.60 per FPC (for both subjects)
School Readiness Assessment (TS GOLD)	Actual Cost per kindergarten student (currently $10.45)
Student Support Services	
CogAT (Gifted Education) requested outside Universal Screening	Actual Cost
*Early Access to Kindergarten or First Grade Process	$250

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Prevention and School Culture Healthy Schools offerings	Actual cost

† Rates subject to change based on NWEA pricing

***If a charter school chooses to enroll a student through the DCSD Early Access process, the school shall refund the DCSD Gifted Education Department the cost for testing and evaluation ($250)**

Business Services	
My School Bucks	Paid to Vendor
Mail Services	
Intra-district Mail	$2.00 per FPC

Curriculum / Instruction	
Art Show	Based on participation: 1-20 $100 21-50 $200 51-100 $300 100+ $500
Spelling Bee	$60.00 per participant

eDCSD CO Cyber School	no cost for up to 2 classes if space available
Homebound Services	Actual cost per student

Human Resources Services		
Staffing	Posting - basic	$50 per posting
Substitute Software	$600 one time setup fee	$3150.00 per year

Information Technology Services	
Century Link Geo Max	$698.24 monthly recurring cost
Network Router	$8000 one time cost for router
Annual router maintenance fee	$500 Annual router maintenance fee

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Media Services	
Full Media Services - This package includes library system and database technical support, access and use of media resources (books, audio books, DVD's, culture kits, science models, novels sets, professional resources, technology equipment, and robotics), and use of the production room and innovation lab. Additional services: curriculum driven collection alignment support, assistance with weeding, trainings related to library best practice, and digital resource IP access, TeachingBooks.net, as well as general library management support and mentoring.	$11.31 per FPC, plus see description for Destiny software price (Paid to Vendor)
Start - up collection TBD based on collection and cataloging requirements. Contact the DLMC with questions and support.	Varies - based on starting collection choices and number of items requiring original cataloging.
Cataloging Services • Library staff may take a course offered by DCSD library programming for permissions to add a copy to the Destiny online catalog if the book is already in the system. • There is a charge for original cataloging if the book is not in the system. Original cataloging is done by a professional cataloger.	$4.00 per book for original cataloging.
Movie Licensing USA • Required to show movies anytime it is not connected to curriculum and instruction.(After school daycare, recess, parties, etc.)	Site based fee is calculated based on enrollment.
Typing Pal • A personalized approach to learning keyboard skills using web browser; short lessons • Elementary only	$.60 per student in 2022-2023 school year Decreases with increased district/charter enrollment
TeachingBooks.net • An engaging collection of resources that brings books to life. **TeachingBooks** strives to enrich everyone's experience reading children's and young adult books.	No Cost

Security	
Shared School Resource Officer Program pricing dependent on the agency providing service.	Town of Castle Rock $14,883 per Year Town of Parker $19,092 per year DCSO $20,034 per year

* The use of these services shall be billed by invoice to the charter school for payment to the District. The price of the above invoiced services includes cost of invoicing.

Other Services Available

DCSD CTE/CE Course Pricing Information

Due to the unique programming and associated costs of Douglas County School District CTE/CE, this document has been created to outline the costs for students attending courses offered at the Legacy Campus and across the District in the various neighborhood High Schools.

The costs associated with students attending any DCSD CTE/CE courses are based on DCSD-Adopted Per Pupil Revenue (PPR). The amount for DCSD PPR changes on an annual basis, and therefore the costs associated with DCSD CTE/CE courses will change as well. Single Block classes are charged at (⅛) 12.5% of PPR, while Double Block classes are charged at (¼) 25% of PPR corresponding with the amount of time spent in the specific program.

2023-24 DCSD PPR is estimated to be $10,016.88

***Estimated* Cost Per Block 2023-24 (finalized in June 2023)**

	Single Block Class	***Double Block Class***
DCSD Charter School	$1,252.00	$2,504.00
Homeschool (not Cloverleaf)	$1,252.00	$2,504.00
Out of District/Private	$1,252.00	$2,504.00

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Before and After School Services

Option 1: Before and After School Enterprise (BASE) Full Oversight

- BASE Department responsible for all oversight and implementation of before school, after school, school break / vacation.
- BASE Department and Site Manager work in partnership with school administration to ensure programs meet the needs of the children and families.
- BASE Department oversees budget and finances.
- Costs for oversight are absorbed as part of the program's operational budget.

*Please reach out to Alicia Elmore- akelmore@dcsdk12.org

Nutrition Services

Use of District Nutrition Services:

Charter schools have the option of contracting with Douglas County School District Nutrition Services to provide fresh meals to their students. Conditions of the contract are based on total enrollment size of the school as well as existing kitchen facilities. DCSD Nutrition Services prepares all meals on site at their schools and will not contract with schools if adequate facilities are not provided. Charter schools must provide equipment listed on the "Minimum Required Kitchen Equipment List" based on estimated enrollment. This list can be provided by Nutrition Services at any time. All equipment must be purchased by the Charter School. A contract with DCSD Nutrition Services must be signed at least two months prior to the first day of service. Nutrition Services encourages Charter Schools to reach out early in the planning process as some building modifications or construction may be needed for the equipment required. The contract will detail the responsibilities of both parties. To see a sample contract please reach out to DCSD Nutrition Services at 303-387-0320. Nutrition Services will be operating the National School Lunch Program and Free Meals for all Students beginning the 2023/2024 School Year. This will necessitate additional equipment at Charter schools to handle the increased participation.

Transportation Services

All personnel who will be driving vehicles owned/leased by a Charter School must be trained and certified by the district. This includes assessment of driving records, student management, and vehicle handling. All personnel who will drive any vehicle over 26,001 GVW that transports more than 16 people will need to obtain a commercial

drivers license and meet all state and federal regulations including drug testing and a federal D.O.T physical. The Charter School will monitor and maintain all Motor Vehicle Records as they pertain to the individuals to qualify them for driving students. Certification must be renewed on a yearly basis and the school district has the right to prohibit an individual from driving students if they do not meet CDE requirements and Motor Vehicle Record compliance. The Charter school is responsible for maintaining all Driver Qualification Files.

Finally, there are many federal and state rules and regulations related to the provision of transportation services. One specific rule to be aware of is that any small vehicles or school buses owned and operated by a charter school or under contract must meet the safety and operating standards as prescribed in State Board Rules 1 CCR 301-25, 301-26 and 301-29. Prior to any vehicle purchase, the District will need to certify that the vehicle meets CDE compliance regulations for the transportation of students. Once purchased the vehicle needs to be inspected by a District CDE inspector every year, for compliance. Repairs and maintenance of the vehicle must meet CDE requirements and must be maintained by the school. Once a Charter School determines that they will be transporting students, a memorandum of understanding (MOU) will be signed between the district and the Charter School. This will outline training specifics for the drivers and the maintenance of the vehicle(s).

Facility Rentals

Charter Schools may reserve DCSD facilities including stadiums, gyms and fields. Charter schools will be charged the lowest rate (Nonprofit Douglas County Youth) for all rentals. This lowest rate is a cost recovery rate estimated to offset the wear and tear of properties, utilities, etc. Charter schools will be required to follow all rental agreement terms (linked here). There are two rental application windows, November 1 and May 1 of each year, see website for more information here. A background verification form for all adults providing supervision during the event are required (form available here). Any facility damage will be corrected by the charter school or submitted to the charter school insurance carrier for repair.

If a Charter school is interested in renting one of the stadiums (Halftime Help, DC Stadium, or Echo Park Stadium) please contact the appropriate rental department for assistance.

- Halftime Help Stadium rental is managed with Highlands Ranch Metro District (720-240-5931) and
- DC Stadium and Echo Park Stadium are managed through the DCSD Rental Office.

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For any questions please call the facility rental office at 720-433-1112 or 720-433-1117

Links:
Halftime help:
https://www.highlandsranch.org/explore/parks/reservation-and-fees-164
DCSD Facility Rental:
https://www.dcsdk12.org/cms/One.aspx?portalId=220484&pageId=5759691

"By my signature below, I acknowledge on behalf of _____ Charter school that this Purchased Service Agreement and all its terms, conditions, and requirements shall serve as an addendum to the Charter Contract between the school and the District, and that any and all disputes arising out of the implementation of this Purchase Service Agreement shall be subject to the dispute resolution procedures set forth in said Charter Contract."

_____ Signed, Charter Board President

_____ Signed, School Leadership

Douglas County School District
Learn Today. Lead Tomorrow

Audit Trail

Document Details

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