BEN FRANKLIN ACADEMY
Charter School Contract

July 1, 2024 - June 30, 2029

Approved by Douglas County School District's Board of Education on *April 23, 2024*

Approved by Ben Franklin Academy Charter School's Board on *April 16, 2024*

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CHARTER SCHOOL CONTRACT

FOR

BEN FRANKLIN ACADEMY

This Charter School Contract ("Contract or Charter Contract") is made and entered into on the dates identified below by and between **Douglas County School District RE-1** (the "District") and **Ben Franklin Academy,** a public charter school organized as a Colorado non-profit corporation (the "School") (collectively, the "Parties").

RECITALS

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

WHEREAS, on or before September 1, 2023, a renewal application was submitted by **Ben Franklin Academy** asking the District to renew its charter contract for a period of five (5) years; and

WHEREAS, on January 23, 2024, the District Board of Education ("District Board") adopted a resolution approving the School's charter school renewal for a term of five (5) years (the "Resolution", attached hereto and incorporated by reference herein as **Attachment 1**).

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

This Contract is effective as of July 1, 2024, and shall continue through June 30, 2029. Although this Contract renews the operation of the School for an additional period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. 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.

1.2 Charter School Corporate Status

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

A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with state, federal and local law.

B. Corporate Purpose. The purpose of the School as set forth in its Articles of Incorporation will be limited to the operation of a charter school pursuant to the Act.

C. Charter School Legal Status. The School is incorporated as a Colorado non-profit. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws. The School shall notify the District promptly of any change in its corporate and/or tax exemption status. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 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 granters, 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 granter shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.

E. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization including any education management provider whose services are retained by the 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. The School shall operate under the auspices of, and shall be accountable to, the District and subject to all applicable federal and state laws and regulations, and District policies and regulations, 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:

i. School records, including but not limited to, student cumulative files, policies, special education and related services;

ii. Financial records;

iii. Educational program, including test administration procedures and student protocols;

iv. Personnel records, including evidence criminal background checks have been conducted;

v. School operations, including health, safety and occupancy requirements;

vi. Inspection of the facility or facilities; and

vii. 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 School closure, lockdown, emergency drills or any other action that may affect School health or safety.

D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the 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. Upon request of the District, the School shall timely make available to the District information regarding special education and related services for students of the School, and additionally 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. Each Party 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 other Party for any other purpose.

2.2 School Rights and Responsibilities

A. 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 requirements.

B. Notification Provided to the District.

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

a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law 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.

ii. Immediate Notice. The School shall immediately notify the District of any of the following:

a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;

b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;

c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony, 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.

C. 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.

D. 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 any report containing material information within ten (10) calendar days after the date due isa material violation of this Contract, and the District may take actions outlined in Section 2.2.L 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.

i. 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.

ii. Financial Reports and Reporting of Enrollment Projections. School shall submit required financial reports and enrollment projections as indicated in the timeline below and as otherwise required by this Contract or applicable law. Required financial reports shall be submitted in a format requested by District and in accordance with C.R.S. *§§* 22-44-301 *et. seq.*

a) Proposed budget for the following school year on or before April 15.

b) Projected enrollment for the following school year on or before November 1.

c) Revised budget for the present school year on or before December 15.

d) Final revised School budget for the current school year on or before May 15.

e) Adopted Budget for the following school year 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(1)(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:

1. 1st Quarter by October 31;

2. 2nd Quarter by January 31;

3. 3rd Quarter by April 30; and

4. 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.

iii. 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.

iv. School Calendar. The School shall provide the school calendar for the following school year on or before October 1 of each year.

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

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

vii. 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.

viii. 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.

ix. 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.

E. Procedures Related to Expansion and Replication. The School acknowledges and agrees that its charter is for the operation of a single charter school serving students in grades Pre-K through 8 at 2270 Plaza Drive, Highlands Ranch, CO 80129 in one location within the geographic boundaries of the District. The School may move its location only with the written approval of the District, which approval shall not be unreasonably withheld, if the new location is consistent with the School's mission, vision, and goals. If School desires to expand grade levels at the same location of the existing charter school building(s) or desires to increase student enrollment through additional space, School will follow the expansion procedures set forth in the District's Charter School Procedures Manual. If the School desires to establish one or more additional locations to serve its existing grade levels using the same education model, then the School shall follow the replication process set forth in the District Charter School Procedure Manual. If the School desires to establish new school building(s) to serve students at its existing grade levels using the same education model as well as to expand grade levels, then School must follow both the expansion and replication procedures identified in the Charter School Procedure Manual.

F. 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.

G. 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.**

H. 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.

i. 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.

ii. 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 Section of the Agreement that is in dispute and the grounds for the position that such Section is in dispute. The matter shall be immediately submitted to the Lead Administrator and the Superintendent of the School District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

iii. In the event that these representatives are unable to resolve the dispute informally, then within thirty (30) days after the date of notification by one Party to the other Party of the existence of a dispute, the matter may be submitted to mediation by notice given by the Requesting Party (the "Moving Party") in writing to the other Party.

iv. If a Party requests mediation, the Parties shall submit the matter 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.

v. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the 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.

I. 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 material (as opposed to merely technical) 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 J below.

i. 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).

ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the

School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

iii. Seeking Technical Assistance. The District may require the School to seek technical assistance 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.

iv. 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.

J. 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:

i. The District shall give the School written notice of an alleged breach of contract (including, without limitation, a violation of applicable law). The notice shall state the alleged breach, the basis for the finding, the time by which the District expects the alleged breach to be remedied, and the expected remedy.

ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the Lead Administrator or designee shall be given an opportunity to meet with the Superintendent or designee to discuss the notice within five (5) business days.

iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.1 (i) through (iv).

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

L. 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.G 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

A. 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 and maintain a process for resolving public complaints, including but not limited to complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The School shall submit to the District for approval (which approval shall not be unreasonably withheld, conditioned, or delayed) its process for resolving public complaints, including but not limited to 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, which approval shall not be unreasonably withheld, conditioned, or delayed.

B. To the extent that the District received a complaint regarding the 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 Resolution of the complaint within thirty (30) business days of resolution by notification to the District's Choice 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 special education program and related services. Such permission is not required if the School desires to enter into a contract or subcontract for the management or administration of its instructional program or services so long as, at a minimum, such contract or subcontract satisfies 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 an education management provider or a charter school management consultant for 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

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

3.8 Conflict of Interest

Members of the Charter Board or any governing committee established for the School shall comply with

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 an education management provider and/or a charter school management consultant, then School acknowledges and agrees that its board members shall not be employed by such provider/consultant or such provider's/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 at least annually.

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 the School's personnel policies.

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 School by the District, unless separately arranged by contract with the District. In all other circumstances, the School shall be responsible for providing transportation services, if any, to students attending the 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. Since the District is School's contracted School Food Authority, School may not opt out of providing free lunches to its students 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, employees, and 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 Misconduct or 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 Risk Director 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, motor vehicle, workers' compensation, and sexual abuse or molestation.

All of the 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 electronic or certified mail, return receipt requested, sent to the School and the District's Director of Risk. The School shall notify the District's Risk Director 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.

i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board 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**.

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

iii. Procedures for Non-automatic Waiver Requests. If School complies with the timely provision of the School's rationale in support of waiver request(s) from state law and regulations, then District Board agrees to jointly request waiver of the state laws and regulations that are listed in **Attachment 6**. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers. 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 replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District Policies.

i. Applicable Waivers. District and School agree that waivers in place for the current 2023-24 school year attached at **Attachment 7** shall be carried over and enforced during the term of this Contract.

ii. Subsequent Waiver Requests. The School may request additional waivers through the systematized process implemented by the District's Choice Programming Office pursuant to Board Policy LBD-R-3. 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 and Board Policy LBD-R-3. Waiver of District policies shall not be unreasonably withheld. If consistent with Board Policy LBD-R-3, any such requests for waivers must include a replacement plan 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.

iii. Revocation of Waivers. For reasonable cause and after providing notice to the 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. School will follow the Traffic Management Plan (TMP) in effect for each of its buildings.

The TMP 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 substantial 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 School changes locations, a new TMP and Traffic Impact Analysis will be required. Any amendments to the TMP under these circumstances will be coordinated with and approval sought from the local government jurisdiction.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels

The School may serve students in grades **Pre-K through 8** at 2270 Plaza Drive, Highlands Ranch, CO 80129 in one location within the geographic boundaries of the District.

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 facility and site. 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 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 are left to the discretion of

the School so long as School complies with the District's enrollment policies (specifically, JCA-JFB and JCA-JFB-R, except to the extent those may be inconsistent with this Contract), and the 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.**

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. The 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.

i. 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.

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

5.9 Student Movement

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

The vision set forth in the Renewal Application is accepted by the District, as amended by this Contract, which is:

> Our students will excel academically through a challenging, sequenced curriculum that emphasizes math, science, and literacy. We will be a data driven institution, focusing on individual students. Our students, teachers, parents, staff, and leaders will be held accountable for the success of our school. Finally, we recognize that an education is incomplete without fostering the arts, sports, nature, and character.

6.2 Mission

The mission set forth in the Renewal Application is accepted by the District, as amended by this Contract,

which is:

> The mission of Ben Franklin Academy is to develop young adults with character like America's founding Renaissance man, Benjamin Franklin: well-read, scientifically curious, and civically engaged.

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

The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed:

Standards that meet or exceed Colorado Academic Standards Core Knowledge Curriculum
Character Education
Community Partnerships
Parent Engagement
Multi-tiered System of Support

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

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

B. With respect to each subject area not tested under the state's standardized testing program for which the District has developed embedded assessments designed to measure achievement of standards, the School shall notify the Lead Administrator in writing prior to July 1 of the fiscal year following the fiscal year in which such embedded assessments were developed as to whether it will use the District's embedded assessments or whether it will use its own embedded assessments. If the School intends to use its own embedded assessments, it shall submit its proposed assessment program for review with its written notice to the Lead Administrator. If the School uses the District's embedded assessments, it shall adhere to all District timelines for developing (if applicable) and administering assessments

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)(0) & (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 the 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 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 the School shall document on these forms 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 and be supported by a mentor selected by the District throughout the first year of 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 CHSM, 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.

Neither the District nor the School are 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.

i. 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 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. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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 considering the interests of the School and the District in collaboration with the School, 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.

vi. 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.

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

B. Bond and Mill Levy Funds.

i. 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 will comply with all statutory requirements for making such determination.

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

7.2 Disbursement of Per Pupil Revenue

A. 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.I.

7.4 Enrollment Projections

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by 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 Sections 7.1 and 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(I)(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 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. School submits its annual audit, School shall annually certify that assets, funds, liabilities and financial records of the School have been kept separate from assets, funds, liabilities and financial records of any other person, entity, or organization, including any Education management Provider (EMP) with which School has an agreement.

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, C.R.S. §§ 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 30 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. 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 the 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 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.

10.4 Location Subject to District Approval

During the term of this Contract, the School shall not establish any educational programs at any location other than at 2270 Plaza Drive, Highlands Ranch, CO 80129. The School may move its location only with the written approval of the District. Any requested change in location shall be consistent with the application and the School's mission.

10.5 Emergency Facility Closures

During any period in which curriculum or program delivery systems are materially modified due to a disaster declaration, public health order, or other cause rendering ordinary use of the school facility impractical, the School shall provide appropriate services consistent with requirements of CDE or any other requirements of federal, state, or local law or regulation. The School shall provide the School District with timely notice of changes necessitated by such exigencies, identify any needed waivers of District policy or state statute, and provide other details of the plan for providing services and returning to ordinary operations. The School shall reasonably cooperate with the District in addressing any concerns the District may have with changes made or to be made by the School.

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

11.1 Renewal Timeline and Process

The School shall submit its renewal application by no later than 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.J (i). Termination shall not take effect until the School has exhausted its opportunity to

appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 2.2.J) 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 or email (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.

Notice to the School:

Principal/Lead Administrator
Ben Franklin Academy
2270 Plaza Drive
Highlands Ranch, CO 80129

Notice to the District:

Superintendent
Director of Choice Programming
Douglas County School District RE-1
620 Wilcox St.
Castle Rock, CO 80104

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, gender expression or gender identity, religion, ancestry, disability or need for special education services, or any other basis protected by state or federal law.

[SPACE BELOW INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

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

BEN FRANKLIN ACADEMY,

a Colorado non-profit corporation

By: _____
President, Board of Directors

Date: 4-16-2024

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: _____
Christy Williams
President, Board of Education

Date: 4-24-24

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

Attest:

_____
Becky Myers
Secretary, Board of Education

ATTACHMENT 1: DISTRICT BOARD RESOLUTION CONCERNING RENEWAL APPLICATION

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

(Approving Ben Franklin Academy's Charter School Renewal Application)

WHEREAS, in 2010, 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 Ben Franklin Academy Charter School ("School"); and

WHEREAS, on January 8, 2019, School was granted a 5-year charter renewal to take effect on July 1, 2019 and run through June 30, 2024; and

WHEREAS, on or before September 1, 2023, School submitted to the Board a charter school renewal application seeking another renewal of its charter for a term commencing on July 1, 2024, and ending on June 30, 2029 (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 12, 2023, 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 23th day of January, 2024 by a vote of 6-0.

AYES: Geiger, Meek, Myers, Thompson, Williams, Winegar

NAYS: N/A

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: Christy Williams
Christy Williams, President
Board of Education

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

Attest:

Becky Myers
Becky Myers, Secretary
Board of Education

ATTACHMENT 2: SELECTED LAWS APPLICABLE TO CHARTER SCHOOLS

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(I)
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 Addendum

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

School Name: Ben Franklin Academy
School Address (mailing): 2270 Plaza Drive
Charter School Waiver Contact Name: Diana SImpson
Charter School Waiver Contact's Phone Number: 720-383-4519
Charter School Waiver Contact's Email: dsimpson@bfacademy.org

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)(l)	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

Statutory Citation and Title **C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties**
Rationale: Ben Franklin Academy's Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal Licensure, this should not preclude him or her from administering the evaluations under the direction of the Principal. The Board of Directors must also be able to perform the evaluation for the Principal. Additionally, Ben Franklin Academy 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: Ben Franklin Academy uses its own evaluation system as agreed to in the charter contract with the Douglas County School District. Ben Franklin Academy's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be annually trained in this evaluation system. The methods used for the school's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, be based on research-based practices guiding the science of reading, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with the Douglas County School District. Therefore, the waiver is requested through June 30, 2029.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or the Ben Franklin Academy budget.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract. The Board of Directors of the school and school leader will annually evaluate the effectiveness of their evaluation system and make adjustments as they may deem appropriate.

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

Statutory Citation and Title
C.R.S. § 22-32-109(1)(n)(I) Board of Education-Specific Duties School Calendar
C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar
C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours

Rationale: Ben Franklin Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the Douglas County School District. Ben Franklin Academy will always meet at least the minimum required time and days as outlined in state law.

Replacement Plan: The final calendar and the school's daily schedule is designed and approved by Ben Franklin Academy's Board of Directors and meets or exceeds the requirements in state statute. The Board has adopted a policy that specifies a process regarding how and when a calendar is adopted and how changes to the calendar are made. A copy of the calendar will be distributed to parents of Ben Franklin Academy. To the extent possible, Ben Franklin Academy will endeavor to develop a calendar that aligns with the calendar of the Douglas County School District.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the Douglas County School District. Therefore, the waiver is requested through June 30, 2029.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or the Ben Franklin Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.
Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

Statutory Citation and Title **C.R.S. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding** **C.R.S. § 22-32-110(1)(y) Local Board Powers-Accepting Gifts, Donations, and Grants**
Rationale: In order to manage its own budget and finances, Ben Franklin Academy must be granted the authority to develop its own financial policies and practices. Ben Franklin Academy, rather than the Douglas County School District, is in the best position to know what goods and services are needed and which vendors and providers may be available.
Replacement Plan: Ben Franklin Board of Directors has adopted a policy concerning competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. Ben Franklin Academy ensures the process is open, transparent, and in compliance with all applicable rules and regulations. Additionally, the board has adopted a policy for accepting gifts, grants and donations.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the Douglas County School District. Therefore, the waiver is requested through June 30, 2029.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or the Ben Franklin Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

Statutory Citation and Title
C.R.S. § 22-63-201 Employment Certificate Required

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

Replacement Plan: All Ben Franklin Academy employees meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. All school employees meet applicable fingerprinting and background check requirements. Special Education Teachers will hold the requisite state license and endorsement. Ben Franklin Academy will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the Douglas County School District. Therefore, the waiver is requested through June 30, 2029.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or the Ben Franklin Academy budget.

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

Expected Outcome: As a result of this waiver, Ben Franklin Academy will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

Statutory Citation and Title
C.R.S. § 22-63-202 Teacher Employment, Contracts in Writing-Duration-Damage Provision
C.R.S. § 22-63-203 Probationary Teachers-Renewal and Non-renewal of Employment Contract

Rationale: To manage its own personnel, Ben Franklin Academy must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment.

Replacement Plan: All Ben Franklin Academy employees are employed on an at-will basis. Ben Franklin Academy has written teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school is able to employ professional staff possessing unique skills and/or background, filling all staff needs.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the Douglas County School District. Therefore, the waiver is requested through June 30, 2029.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or the Ben Franklin Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: Ben Franklin Academy expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

Statutory Citation and Title **C.R.S. § 22-63-206 Transfer of Teachers**
Rationale: Ben Franklin Academy has a unique curriculum for which having the proper teaching staff is essential. No other school nor the Douglas County School District should have the authority to transfer its teachers into or from Ben Franklin Academy.
Replacement Plan: Ben Franklin Academy does not participate in the district's transfer policies and procedures; 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 Douglas County School District. Therefore, the waiver is requested through June 30, 2029.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or the Ben Franklin Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: Ben Franklin Academy expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

Statutory Citation and Title **C. R. S. 22-1-110 Effect of Use of Alcohol and Controlled Substances to be Taught**
Rationale: Ben Franklin Academy is responsible for its own educational, curriculum, field trips, and use of facility policies. Ben Franklin Academy must have the ability to choose its own curriculum and other educational complements.
Replacement Plan: Ben Franklin implements its own curriculum/resources to educate its students about the effects of alcohol and controlled substances. Ben Franklin Academy has developed its own scope and sequence detailing what will be taught at each grade level. Ben Franklin meets the intent of the Colorado Academic Standards on Comprehensive Health and Physical Education by including in its regular science instruction the effects of alcohol and controlled substances.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the Douglas County School District. Therefore, the waiver is requested through June 30, 2029.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or the Ben Franklin Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: Ben Franklin Academy expects that, as a result of this waiver, it will be able to manage its own curriculum, designed to meet the needs of its community and educational program, which is vital to the success of its program.

ATTACHMENT 7: WAIVERS OF DISTRICT POLICIES

Ben Franklin Academy
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: Ben Franklin Academy
School Address (mailing): 2270 Plaza Drive Highlands Ranch, Co 80126
Charter School Waiver Contact Name: Diana Simpson
Charter School Waiver Contact's Phone Number: 720-937-3409
Charter School Waiver Contact's Email: dsimpson@bfacademy.org

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title BBBE Unexpired Term Fulfillment_Vacancies 06.18.19
Replacement Plan, Process or Policy Link: This policy is covered in Article III.9 of the BFA Bylaws. https://www.bfacademy.org/wp-content/uploads/2016/09/BFA20Bylaws.pdf

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: BC School Board Member Conduct 06.18.19
Replacement Plan, Process or Policy Link: This policy is covered in BFA's Code of Ethics and Board Director Agreements. Board Of Directors Agreement BFA's Code of Ethics

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title:BCA_E_1 Code of Ethics for School Board Members 08.20.19
Replacement Plan, Process or Policy Link: This policy is covered in BFA's Code of Ethics and Board Director Agreements. Board Of Directors Agreement BFA's Code of Ethics

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title:BCB School Board Member Conflict of Interest 06.18.19
Replacement Plan, Process or Policy Link: This policy is covered in the BFA Board Conflict of Interest policy as well as in Article III.12 of the BFA Bylaws. Conflict of Interest Policy https://www.bfacademy.org/wp-content/uploads/2016/09/BFA20Bylaws.pdf

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: This policy is covered in Article II of the BFA Bylaws. https://www.bfacademy.org/wp-content/uploads/2016/09/BFA20Bylaws.pdf

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: BEAA Electronic Participation in School Board Meetings (Special Meetings Only) 08.20.21
Replacement Plan, Process or Policy Link: This policy is covered in Article II.7 of the BFA Bylaws. https://www.bfacademy.org/wp-content/uploads/2016/09/BFA20Bylaws.pdf

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: EEAA Transportation Eligible Students 08.13.2020 EEAC School Bus Scheduling and Routing 09.02.03 EEAC-R School Bus Scheduling and Routing 02.09.09
Replacement Plan, Process or Policy Link: BFA families are responsible for their own transportation to and from school. These policies relate to transportation services of students coming to and from school, therefore they are not practical policies for BFA and should be waived.

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: GBEBA Staff Dress Code 06.09.2020
Replacement Plan, Process or Policy Link: BFA manages its own work agreements and employee expectations for its staff in its Staff Handbook, on pg. 37 as well as in the Staff Dress Policy. Staff Handbook Staff Dress Policy

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: GBI Electronic Email 08.05.03
Replacement Plan, Process or Policy Link: BFA manages its own work email communication expectations as outlined in the Staff Handbook on pg. 24. Staff Handbook

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: GCKAA Teacher Displacement 06.09.2020 GCQA Instructional Staff Reduction in Force 06.09.2020 GCQA-R INSTRUCTIONAL STAFF REDUCTION IN FORCE 12.8.2020 GCQF Discipline, Suspension, Nonrenewal and Dismissal of Licensed Staff 06.09.2020 GDA SUPPORT STAFF POSITIONS 12.08.2020 GDBC Support Staff Supplementary Pay/Overtime Overtime and Compensatory Time 12.08.2020 GDG Part-Time and Substitute Support Staff Employment 12.08.2020 GDQB Resignation of Support Staff 12.8.2020

Replacement Plan, Process or Policy Link: BFA does not fundamentally disagree with any of these DCSD Employment policies, including their language and intent. BFA does not have matching policies to replace these individually, but BFA is responsible for its own work agreements with its employees where expectations are communicated in the Staff Handbook.

Staff Handbook

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: GCN-R-1 Evaluation Regulation Process 12.03.15 GCO Evaluation of Licensed Personnel 06.09.2020
Replacement Plan, Process or Policy Link: BFA's evaluation procedures for Licensed staff will be added to our Staff Handbook.

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: Pursuant to BFA's Charter Contact with DCSD, BFA has the authority to determine the educational programs, learning resources, and textbooks to be used at the school. Section 7 of the BFA Parent Handbook outlines the school's curriculum. BFA Parent Handbook

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-E Textbook and Instructional Materials Selection and Adoption Request Checklist 03.06.19 IJ-E-1 Proposal to Adopt a Textbook 03.2019 IJ-E-3 District Initiated Texbook_required curriculum materials adoption proposal 7.2020 IJ-R Procedures for Reviewing and Recommending Textbooks and Instructional Materials 03.06.19
Replacement Plan, Process or Policy Link: Pursuant to BFA's Charter Contact with DCSD, BFA has the authority to determine the educational programs, learning resources, and textbooks to be used at the school. Section 7 of the BFA Parent Handbook outlines the school's curriculum. BFA Parent Handbook

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: IJA Selection of Controversial Learning Resources 05.2012 IJA-E-3 Guest Speaker Permission Form 05.2012 IJA-R Selection of Controversial Learning Resources 05.2012 IJB-R Instructional Use of Media Resources 05.2012 IJC Instructional Resources 09.15.15 IJL Library Materials Selection and Adoption 05.2012
Replacement Plan, Process or Policy Link: Pursuant to BFA's Charter Contact with DCSD, BFA has the authority to determine the educational programs, learning resources, and textbooks to be used at the school. Section 7 of the BFA Parent Handbook outlines the school's curriculum. BFA Parent Handbook

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: IJOA Field Trips and Excursions 11.28.05
Replacement Plan, Process or Policy Link: BFA manages its own field trips and liability and risk management, and so requires its own policies and procedures. FIeld Trip procedures can be found in the Field Trip Policy. FIeld Trip Policy

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: JIHA Student Possession and Use of Portable Electronic Devices (Including Cellular Phones) 05.21.13
Replacement Plan, Process or Policy Link: BFA has a Mobile Electronic Device Use Policy. Mobile Electronics Device Use Policy

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: JK Student Discipline 11.27.18
Replacement Plan, Process or Policy Link: BFA will meet the intent of this policy but govern its own student discipline. This is communicated in our Discipline Policy as well as in our Parent Handbook (pg. 24-25). Student Discipline Policy BFA Parent Handbook

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: KF Community Use of School Facilities 03.16.04 KF-R-1 Community Use of School Facilities 04.03.13 KFA Use of School Facilities for Telecommunications Equipment 12.05.00
Replacement Plan, Process or Policy Link: BFA complies with the intent of these policies, but is responsible for and manages the use of its facilities at the school level, therefore these policies should be waived.

Automatic Waivers: Policy Description and Rationale and Replacement Plan / Process
Policy Citation and Title: KHB Advertising in the School District and Revenue Enhancements 02.02.99 KHB-R Advertising in the School District and Revenue Enhancements 01.17.06 KHC Distribution Of Non-District Related Materials 02.16.10 KHC-E Distribution of Non-District Materials Sample Letter 09.27.18. KHC-R Distribution of Non-District Material Non Profit Organizations 02.16.10
Replacement Plan, Process or Policy Link: BFA complies with the intent of these policies, but is responsible for and manages all advertising and distribution of materials as it sees fit to best support its community and school mission. BFA Mission: The mission of BFA is to develop young adults with character like America's founding Renaissance man, Benjamin Franklin: well-read, scientifically curious, and civically engaged.

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: Ben Franklin Academy
School Address (mailing): 2270 Plaza Drive Highlands Ranch, Co 80129
Charter School Waiver Contact Name: Diana Simpson
Charter School Waiver Contact's Phone Number: 720-937-3409
Charter School Waiver Contact's Email: dsimpson@bfacademy.org

Non-Automatic Waivers: Policy Description and Rationale and Replacement Plan
Policy Citation and Title: DB Annual Budget 08.20.19 DB_R Annual Budget (SBB Model) Regulation 08.20.19 DFA Cash Management and Investment Policy 03.05.19 DFA-R Cash Management and Investment Regulation 03.05.19
Rationale: BFA is responsible for its own fiscal management and budgeting, based on similar policies, with minor variants. DCSD has assurance of financial oversight in our annual budget.
Replacement Plan: The policies are governed by the BFA Board Financial Accounting and Reporting Policies and Procedures. Financial Accounting and Reporting Policies and Procedures
Financial Impact: BFA anticipates that the requested waivers will have no financial impact upon the Douglas County School District. BFA must operate within its own budget and the cost of employing staff and maintenance of its own physical plant which has been included in the budget, but therefore prefers local control with respect to these district policies in following its own policy.

How the Impact of the Waivers Will be Evaluated: Per Colorado State Statute, BFA will complete an annual audit which is reported to the Douglas County School District.
Expected Outcome: As a result of these waivers, BFA will be expected to maintain its own policies in respect to these district policies as it has done so previously.

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 DJC Petty Cash 01.23.06 DJE Bidding Procedures 09.04.19 DJG-DJGA Vendor Relations, Sales Calls and Demonstrations 01.23.06
Rationale: BFA is responsible for its own fiscal management and budgeting, based on similar policies, with minor variants. DCSD has assurance of financial oversight in our annual budget.
Replacement Plan: The policies are governed by the BFA Board Financial Accounting and Reporting Policies and Procedures. Financial Accounting and Reporting Policies and Procedures
Financial Impact: BFA anticipates that the requested waivers will have no financial impact upon the Douglas County School District. BFA must operate within its own budget and the cost of employing staff and maintenance of its own physical plant which has been included in the budget, but therefore prefers local control with respect to these district policies in following its own policy.
How the Impact of the Waivers Will be Evaluated: Per Colorado State Statute, BFA will complete an annual audit which is reported to the Douglas County School District.
Expected Outcome: As a result of these waivers, BFA will be expected to maintain its own policies in respect to these district policies as it has done so previously.

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 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: BFA does not purchase DCSD Business services and thereby retains all responsibilities for payments.
Replacement Plan: The policies are governed by the BFA Board Financial Accounting and Reporting Policies and Procedures. They are also described to employees in the Staff Handbook (Section 5: Compensation and Sections 6.17, 6.18, 6.19). Financial Accounting and Reporting Policies and Procedures Staff Handbook
Financial Impact: BFA anticipates that the requested waivers will have no financial impact upon the Douglas County School District. BFA must operate within its own budget and the cost of employing staff and maintenance of its own physical plant which has been included in the budget, but therefore prefers local control with respect to these district policies in following its own policy.
How the Impact of the Waivers Will be Evaluated: The BFA Board of Directors evaluates the school's performance against policies on an annual basis.
Expected Outcome: As a result of these waivers, BFA will be expected to maintain its own policies in respect to these district policies as it has done so previously.

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: BFA is responsible for its own fiscal management and budgeting, which would include managing of physical assets, based on similar policies.
Replacement Plan: BFA has an Asset Management Policy that outlines our property disposal procedures. Asset Management Policy
Financial Impact: BFA anticipates that the requested waivers will have no financial impact upon the Douglas County School District. BFA must operate within its own budget and the cost of employing staff and maintenance of its own physical plant which has been included in the budget, but therefore prefers local control with respect to these district policies in following its own policy.
How the Impact of the Waivers Will be Evaluated: The BFA Board of Directors evaluates the school's performance against policies on an annual basis.
Expected Outcome: As a result of these waivers, BFA will be expected to maintain its own policies in respect to these district policies as it has done so previously.

Non-Automatic Waivers: Policy Description and Rationale and Replacement Plan
Policy Citation and Title FEG Construction Contracts Bidding and Awards - General Contractors 03.10.16 FEH Supervision of Construction 08.19.03 FEH-R-1 Building and Site Modifications 12.07.17
Rationale: BFA reserves the right to determine construction needs, oversight, bidding/contracting, that best serve its community. BFA uses competitive bidding

procedures similar to DCSD (as referenced in these policies), but uses different (and lower) thresholds for more formal bidding as stated in its policies.
Replacement Plan: The policies are governed by the BFA Board Financial Accounting and Reporting Policies and Procedures. Financial Accounting and Reporting Policies and Procedures
Financial Impact: BFA anticipates that the requested waivers will have no financial impact upon the Douglas County School District. BFA must operate within its own budget and the cost of employing staff and maintenance of its own physical plant which has been included in the budget, but therefore prefers local control with respect to these district policies in following its own policy.
How the Impact of the Waivers Will be Evaluated: The BFA Board of Directors evaluates the school's performance against policies on an annual basis.
Expected Outcome: As a result of these waivers, BFA will be expected to maintain its own policies in respect to these district policies as it has done so previously.

Non-Automatic Waivers: Policy Description and Rationale and Replacement Plan
Policy Citation and Title **JICA Student Dress 09.15.20**
Rationale: BFA students are expected to follow our dress code, which includes student uniforms.
Replacement Plan: BFA expectations for student dress are outlined in our Uniform Policy. Uniform Policy
Financial Impact: BFA anticipates that the requested waivers will have no financial impact upon the Douglas County School District.
How the Impact of the Waivers Will be Evaluated: The BFA Board of Directors evaluates the school's performance against policies on an annual basis.

Expected Outcome: As a result of these waivers, BFA will be expected to maintain its own policies in respect to these district policies as it has done so previously.

Non-Automatic Waivers: Policy Description and Rationale and Replacement Plan
Policy Citation and Title KE Public Complaints 05.2012 KEC Public Complaints About Learning Resources 05.2012 KEC-E Citizens Request for Reconsideration of Learning Resources KEC-R Public Complaints About Learning Resources 05.12
Rationale: BFA does not fundamentally disagree with any of these DCSD policies, including their language and intent, however since BFA maintains control of its own curriculum and learning resources, the BFA Board has established its own policies around public complaints.
Replacement Plan: BFA has both a Parent Communication Policy as well as a Conflict Resolution Policy. Parent Communication Policy Conflict Resolution Policy
Financial Impact: BFA anticipates that the requested waivers will have no financial impact upon the Douglas County School District.
How the Impact of the Waivers Will be Evaluated: The BFA Board of Directors evaluates the school's performance against policies on an annual basis.
Expected Outcome: As a result of these waivers, BFA will be expected to maintain its own policies in respect to these district policies as it has done so previously.

ATTACHMENT 8: WAIVERS OF DISTRICT POLICIES

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

ATTACHMENT 9: SCHOOL'S ENROLLMENT PROCEDURES

BEN FRANKLIN
ACADEMY

ENROLLMENT POLICY

SECTION 1. BEN FRANKLIN ACADEMY

MISSION
The mission of Ben Franklin Academy is to develop young adults with character like America's founding Renaissance man, Benjamin Franklin: well-read, scientifically curious, and civically engaged.

VISION
Our students will excel academically through a challenging, sequenced curriculum that emphasizes math, science, the arts, and literacy. We will be a data-driven institution, focusing on individual students. Our students, teachers, parents, staff, and leaders will be held accountable for the success of our school. Finally, we recognize that an education is incomplete without fostering social emotional development, character, sports, and nature.

PURPOSE
Ben Franklin Academy (BFA) is a tuition-free charter school with the exception of its preschool programs. BFA has developed the following enrollment policy in order to fairly fill oversubscribed classes.

SECTION 2.

METHOD OF ENROLLMENT
BFA participates in the annual Douglas County School District (DCSD) online Open Enrollment (OE) process to fill K-8 openings. Parents interested in K-8 enrollment at BFA need to complete DCSD OE for their child to be eligible for openings. (Previous year's OE lists do not "Roll Forward").

NON-DISCRIMINATION POLICY
BFA will not discriminate against any student as per BFA's Non-Discrimination Policy. As such, the school will not enroll students based on ability (academic, language, physical, or otherwise), gender, race, or socioeconomic status.

OPEN ENROLLMENT PERIOD
The OE period is dictated by DCSD's timeline and BFA complies with this timeline. If circumstances drive a modification to this timeline, it will be approved by BFA's Principal or designated representative. If OE is completed during the First Round, priority for enrollment will be given in the following order to the following groups of students, prior to the Lottery:

1. Currently enrolled students being retained;
2. Siblings of currently enrolled K-8 students. Siblings that share the same birth date (i.e., twins or triplets) shall receive automatic enrollment;
3. Children in the household of Founding Families;
4. Children of full-time teachers; and
5. Preschool priority students identified through the Preschool Lottery described below.

PRESCHOOL PRIORITY

Currently enrolled preschool students shall be given priority to fill no more than eighty percent (80%) of the open kindergarten spots in a given year, only if they have completed the OE process with DCSD during the First Round ("First Round"). The number of open kindergarten spots is the total of all kindergarten spots less those given priority based on the first four (4) priority categories listed above who completed OE during First Round. If the number of children from the preschool exceeds eighty percent (80%) of the open kindergarten slots, then a separate Preschool Lottery ("Preschool Lottery") shall be held to fill eighty percent (80%) of the open kindergarten slots. The Preschool Lottery shall follow the procedures below.

Once OE for the First Round is complete, preschool students are given one (1) lottery "ticket" per year in attendance (if attended another year they have to have seventy-five (75%) attendance of the year). The Preschool Lottery is performed by the preschool director and the registrar. Preschool students are listed and given a random number based on a random number generator website. If the student was in attendance for more than one year their name will be listed to reflect the number of years (so two (2) years will result in their name being placed on the list twice). The selection begins with number one (1) and continues until all openings from the eighty percent (80%) are filled.

If a preschool student accepts kindergarten enrollment and subsequently leaves the preschool prior to the end of the academic year, the preschool student shall lose his/her spot and the school may then extend an Invitation to Enroll to another child to fill this spot.

If a preschool student who was open enrolled during First Round is not enrolled through the Preschool Lottery, the preschool student shall remain on the general, non-priority OE wait list.

OPEN ENROLLMENT ACCEPTANCE

All invitations to attend BFA are handled by the OE tool for the First Round and via email from BFA's registrar for the second round. Once accepting their invitation, parents are required to fill out and submit an OE packet to BFA.

VACANCIES

When a vacancy is created prior to, during, or after the school year commences, the vacancy may or may not be filled, at the discretion of the Principal, in the event it is considered to be fiscally, logistically, or otherwise in conflict with the school's ability to meet its mission and goals. If the school chooses to fill the vacancy, priority will be given as specified in the Priority Enrollment section of this document. An Invitation to Enroll will be extended to a child as described above. A student who fills a vacancy shall be deemed a currently enrolled student, and that student's enrolment shall continue beyond the current academic year, in accordance with the school's policies and procedures.

DCSD OPEN ENROLLMENT POLICY

By providing the OE packet to the school, the child(ren) will forfeit their enrollment in their neighborhood school, as defined by DCSD open enrollment policies. Please see the DCSD website for details regarding its open enrollment policies.

FOUNDING FAMILIES

A Founding Family includes children in the household of the following individuals (or families). No additional Founding Families will be approved.

Alexandra Harden	Ali Sarouhan	Amiee Godbout
Amy Taylor	Andrea & Jessie Day	Angela Lujan
Anita Raghunath (Raab Family)	Ann Citrin	Becky Mayka
Becky Mullen	Brooke Montz	Burgandy & Steve Hodge
Carrie & John Keen	Casey & Ken White	Cheri & Steve Neill
Diane Day	Donna & Mitch Fillmore	Dorothie (Dot) Huges Werth & Michael Werth
Erin & Bob Salehiamin	Genevieve Gibson & James McDermott	Gretchen Testerman
Hannah Peterson	Heather Holmes	Heather Salberg
Hristina Shoemaker	Ingrid Burke	Jason Sanders
Jason Sunahara	Jeannie DeFore	Jennifer Hicks
Jennifer Torres	Jessica Gimbel	Jessica Nekouei
Judy Wolf	Joel Sevinsky	Juliette Shuler
Kari & Ike Beers	Katherine Thomas	Katie & Tom Devlin
Kimberly & Doug Blum	Krista Schmidt	Laura McGee
Lisa Dietz	Lisa DiLorenze	Lisa & Dave Fischer
Lori Lambert	Marla Bursch	Matt & Trish Matherly
Melanie Carney	Melisa Liberman	Mette & Bill Castor
Michelle Bynum	Missy Washeck	Nikolaos Gelatos
Paige Brock	Rebecca Jovanvich	Rochelle Evans
Roger & Lori Nagel	Roam & Abhijit Sur	Sabina Boekman
Sara Taylor	Sasha Woodard	Sebrina Ivey
Shelly Dana	Shenley Clark	Spence Black
Stacey Kimberly	Staci Ferguson	Stephanie Wight
Steve Derdowski	Susanne Smith	Susie McCoy
Tony & Lacy Williams	Ward Cerny	Zach & Jen Gautier

Reviewed and Approved by the Board: 10/26/2021
Reviewed by the Board: 10/25/2022

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/Overide	-	-	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 - 4th Quarter
For the Period Ended June 30, 2023

DUE DATE:
August 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	-	-	-	-	-
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%*

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	-	-	-	-	-	-
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%	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%

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

School Name

		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%	0%
	Information Only (not presented)						
	TABOR Reserve (must meet 3% minimum)	0%	0%	0%	0%	0%	0%