

COLORADO CHARTER SCHOOL

Sample Contract Language and Attachments

November 2014



COLORADO
Department of Education

Colorado Charter School Sample Contract Language and Attachments

November 2014

Background

This document is intended to be used as sample language for Districts and other charter-authorizing Local Education Authorities to assist them in drafting contracts with their Charter School(s). It is not intended to be a rigid document, but rather one that is used, changed, adapted, edited, and molded to fit the unique context of each authorizer and each of its charter schools.

This document is the third iteration of a resource guide for developing Colorado charter school contracts. This guide is intended to assist Districts and charter schools in developing contracts that clearly spell out the rights and responsibilities of both parties and support high-quality academic programs and effective school operations. This third revision incorporates changes to Colorado law made between the 2010 and 2013 legislative sessions, and feedback received from charter schools and authorizers. Additional feedback from authorizers and schools will be gathered over time to improve this document and to ensure it continues to reflect best Colorado authorizing practices.

This document is a companion to Colorado Charter School: A Resource for Developing Charter School Contracts, which can be accessed at <http://www.cde.state.co.us/cdechart/distauthinfo>.

Earlier versions of this document were developed as part of a larger four-year project entitled, "Building Charter School Quality: Strengthening Performance Management among Schools, Authorizers, State Charter Support Organizations and Funder," involving the Colorado Department of Education, the National Association of Charter School Authorizers, the Colorado Charter School Institute, and the Colorado League of Charter Schools, which was supported by a National Activities grant from the U.S. Department of Education. This August 2014 updated version was made possible through the Colorado Department of Education and its Charter Schools Program grant from the U.S. Department of Education.

Table of Contents

Section One: Introduction and Recitals	6	5.2	Transportation.....	16		
1.1	Reference Charter Schools Act.....	6	5.3	Food Services.....	16	
1.2	Reference Submission Date for Application...	6	5.4	Insurance.....	16	
1.3	Reference Approval Date for Application and District Board Approval Resolution.....	6	5.5	Waivers.....	17	
Section Two: Establishment of School	6	Section Six: School Enrollment and Demographics			18	
2.1	Term.....	6	6.1	School Grade Levels.....	18	
2.2	Charter School Corporate Status.....	6	6.2	Student Demographics.....	18	
2.3	Charter School Legal Status.....	7	6.3	Maximum and Minimum Enrollment.....	18	
2.4	Pre-Opening.....	7	6.4	Eligibility for Enrollment.....	18	
Section Three: District-School Relationship	8	6.5	Enrollment Preferences, Selection Method, Timeline and Procedures.....	19		
3.1	District Rights and Responsibilities.....	8	6.6	Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.....	19	
3.2	School Rights and Responsibilities.....	9	6.7	Participation in Other District Programs.....	19	
Section Four: School Governance	14	6.8	Non-Resident Admissions.....	20		
4.1	Governance.....	14	6.9	Student Movement After October 1.....	20	
4.2	Corporate Purpose.....	14	6.10	Expulsion and Denial of Admission.....	20	
4.3	Transparency.....	14	6.11	Continuing Enrollment.....	21	
4.4	Complaints.....	14	Section Seven: Educational Program			21
4.5	Contracting for Core Educational Services...	14	7.1	Vision.....	21	
4.6	Contracting for Operational and Administrative Services.....	15	7.2	Mission.....	21	
4.7	Volunteer Requirements.....	15	7.3	School Goals and Objectives.....	21	
Section Five: Operation of School and Waivers	15	7.4	Educational Program Characteristics.....	22		
5.1	Operational Powers.....	15	7.5	GED and On-Line Programs.....	22	

7.6	Curriculum, Instructional Program and Pupil Performance Standards.....	22	11.3	Impracticability of Use.....	30
7.7	Graduation Requirements.....	23	11.4	Long-Range Facility Needs.....	30
7.8	Tuition and Fees.....	23		Section Twelve: Charter Renewal, Revocation and School-Initiated Closure.....	30
7.9	English Language Learners.....	23	12.1	Renewal Timeline and Process.....	30
7.10	Education of Students with Disabilities....	23	12.2	Renewal Application Contents.....	30
7.11	Extracurricular and Interscholastic Activities.....	24	12.3	Criteria for Renewal or Non-Renewal and Revocation.....	30
7.12	Collaboration with District.....	24	12.4	Termination and Appeal Procedures.....	31
	Section Eight: Financial Matters.....	25	12.5	School-Initiated Closure.....	31
8.1	Revenues.....	25	12.6	Dissolution.....	31
8.2	Disbursement of Per Pupil Revenue.....	26	12.7	Return of Property.....	31
8.3	Budget.....	27		Section Thirteen: General Provisions.....	31
8.4	Enrollment Projections.....	27	13.1	Order of Precedence.....	31
8.5	TABOR Reserve.....	27	13.2	Amendments.....	32
8.6	Contracting.....	27	13.3	Merger.....	32
8.7	Annual Audit and Trial Balance.....	27	13.4	Non Assignment.....	32
8.8	Quarterly Reporting.....	28	13.5	Governing Law and Enforceability.....	32
8.9	Non-Commingling.....	28	13.6	No Third-Party Beneficiary.....	32
8.10	Loans.....	28	13.7	No Waiver.....	32
	Section Nine: Personnel.....	28	13.8	Notice.....	32
9.1	Employee Status.....	28	13.9	Severability.....	32
	Section Ten: Service contract with the District.....	29	13.10	Interpretation.....	32
10.1	Direct Costs.....	29			
10.2	District Services.....	29			
	Section Eleven: Facilities.....	29			
11.1	School Facility.....	29			
11.2	Use of District Facilities.....	29			

Attachments

Attachment 1: District Board Resolution Approving the Charter School Application	34
Attachment 2: Pre-Opening Conditions.....	35
Attachment 3: Selected Laws Applicable to Charter Schools	37
Attachment 4: Conflict of Interest Form.....	39
Attachment 5: Education Service Provider (ESP) Agreement Guidelines	41
Attachment 6: Automatic Waivers of State Laws.....	42
Attachment 7: Additional Requests for Waiver of State Laws and/or Regulations	43
Attachment 8: Additional Waivers of District Policies .	44
Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.	45
Attachment 10: Service Agreements.....	46

Note: Throughout this document the term “District” is used. This term is used in place for “Authorizer” and is intended to be interchangeable with the Charter School Institute (“CSI”). Please modify the document according to the authorizer type and insert CSI or District when relevant.

Section One: Introduction and Recitals

This Contract, effective the __ day of mm, 20__ is made and entered into between XYZ School District (the “District” or the “Authorizer”) and the ABC Charter School, a public charter school organized as a Colorado non-profit corporation (the “School”) (collectively, the “Parties”).

1.1 Reference Charter Schools Act.

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, *et seq.*, , 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).

TIP

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

1.2 Reference Submission Date for Application.

WHEREAS, on mm/dd/yyyy, an Application was submitted by citizens of the District for formation of the School as a charter school to operate within the District, and the Application was amended on mm/dd/yyyy and mm/dd/yyyy;

1.3 Reference Approval Date for Application and District Board Approval Resolution.

WHEREAS, on mm/dd/yyyy, the District Board of Education (“District Board”) adopted a Resolution (attached here as Attachment 1) approving the School’s charter school application and granting the School a charter for an initial term of XX years;

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

Section Two: Establishment of School

2.1 Term.

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

This 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.

2.2 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 Corporation 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 corporation as set forth in its articles will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, et seq.
- C. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles of Incorporation and Bylaws of the corporation will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as Appendix_XX_. Any material modification (as defined in Section 4.1 below) of the Articles of Incorporation or the Bylaws must be submitted to the District within ten (10) business days of its ratification or adoption by the Charter Board (as defined in Section 4.1 below).
- D. Dissolution. Upon dissolution of the corporation, assets of the corporation remaining after paying the corporation's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District and the Charter School in advance of dissolution. The Charter School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.
- E. Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

TIP

Assets upon closure may be allocated in a variety of ways. The charter school contract, Bylaws and any contracts or agreements with donors or grantors should be consistent in terms of allocation. The above language should be modified accordingly.

2.3 Charter School Legal Status.

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

2.4 Pre-Opening.

The School shall meet all of the Pre-Opening Conditions described in Attachment 2 by the identified dates. Failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for District intervention or revocation of the Charter pursuant to Section 3.2I or Section 12.3 of the Contract. The District may waive or modify the restrictions contained therein or may grant the School an additional planning year upon good cause shown.

TIP

Section 2.4 only applies to a new charter school. The District and School should review the pre-opening conditions for relevance and adjust accordingly.

Section Three: District-School Relationship

3.1 District Rights and Responsibilities.

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

- 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; and
- vi. Inspection of the facility or facilities.

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

The District may make announced or unannounced visits to the School to fulfill its oversight

responsibilities. Except in emergencies, and when directed by the Superintendent of 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 three (3) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant’s request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Elementary and Secondary Education Act (ESEA) school improvement status, SPF, accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the Colorado Department of Education (“Department”) to conduct its analysis of the School’s performance and the Department’s initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it

reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

TIP

The evaluation of a school that has Alternative Education Campus status should be based on the unique mission and population served, as well as any School Performance Framework measures mutually agreed for the AEC between the school, the District, and the State.

- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with Subsection G below, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable state or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.
- G. 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, ESEA school improvement status, SPF, accreditation, special education, and funding information.

- A. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. The School shall be notified within ten (10) business days following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted in accordance with the Financial Transparency Act 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.

Pursuant to C.R.S. §22-32-110, a school may withhold the diploma, transcripts or grades of any student who fails to return or replace textbooks or library resources at the completion of any semester or school year. The school may also refuse to allow any student who completes graduation or continuation requirements to participate in any ceremony if the student has failed to return or replace any textbook or library resource prior to the ceremony date. The school should communicate and work with students and consult with the District to review the policy before any such withholding.

- B. Notification Provided to the District.

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

3.2 School Rights and Responsibilities.

- a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
- b) Any complaints filed against the School by any governmental agency.
- ii. Immediate Notice. The School shall immediately notify the District of any of the following:
 - a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;
 - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
 - c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required in C.R.S. §22-30.5-110.7(a)&(b) and other relevant laws as required.
 - d) Misappropriation of funds;
 - e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
 - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.
- C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all, of the federal and state laws with which the

School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School.

- D. Reports. The Charter School shall provide in a timely manner to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 3.2.H.

TIP

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

- i. Unique School Objectives. The School shall annually provide the District with a report identifying the progress that the School has made on each of its unique objectives included in Section 7.3.A & B during the prior school year. The School and the District shall mutually determine the due date of the report given the availability and time necessary for assessment of data.

TIP

Reporting on Unique School Objectives would only be applicable if Unique School Objectives are included under subsection 7.3. Further, the district and school may want to consider whether the school's Unified Improvement Plan might be a beneficial place to report on this progress.

- ii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 *et seq.*, (including budget).
- a) Proposed budget –mm/dd.
- b) Projected enrollment – mm/dd.
- c) School budget approved by Charter Board – mm/dd.
- d) Quarterly financial reports – within 45 days of the close of the quarter.
- e) Annual audit – mm/dd.
- f) End of year trial balance – mm/dd.
- iii. School calendar – mm/dd.
- iv. Health and safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. – mm/dd.
- v. Safe School Plan. C.R.S. §22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
- vi. Governance Information.
 - a) Charter Board membership (i.e., names/ contact info, terms)- mm/dd.
 - b) Charter Board member conflict of interest disclosures – mm/dd.
 - c) Current Bylaws – within ten (10) business days after any material changes.
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
- vii. Insurance certification – mm/dd.
- E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors,

officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

- F. Procedures for Articles of Incorporation and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non- Profit Corporations Act in amending its Articles of Incorporation and Bylaws and shall provide the District with notice of any such material modifications, as defined in Section 4.1 below. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 4.
- G. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education (the “State Board”), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

TIP

The Charter Schools Act permits Schools and Districts to use, by agreement, any form of third party dispute resolution. If non-binding, there is a right to appeal to the State Board. If binding, there is no State Board appeal. There are many dispute resolution procedures. Arbitration requires a private party to

act as judge and resolve a dispute. It is normally binding on the parties. Arbitration to enforce existing agreements is lawful in Colorado. When an arbitrator is asked to create a new term or agreement (sometimes called "interest arbitration") the legal issue is more complex. Fact-finding asks the third-party to investigate a dispute and make a report finding facts and recommending a resolution. Mediation or facilitation is simply assisted negotiation—the third-party tries to help the parties reach agreement, but has no power to impose a decision. Hybrid procedures (mediation followed by fact finding or mediation followed by arbitration, called med/arb) are also permitted. Each type of dispute resolution requires different contract language and should be reviewed with legal counsel. In writing a dispute resolution clause, a charter school can make an agreement now to resolve future disputes— which is common practice—or can leave it open to agree on how a particular dispute will be resolved when it arises (sometimes called a "submission"). It is important to describe adequately how the third-party will be selected. The agreement for dispute resolution may get sidetracked if the parties are able to fight over the identity of the arbitrator, fact-finder or mediator.

- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, 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 thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Contract or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other party to take. The matter shall be immediately submitted to the President of the Board of the Charter School and the President of the District Board, or their respective designees,

for further consideration and discussions to attempt to resolve the dispute.

- iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the Charter Board and the District Board for their consideration. The submission to the boards shall be made in writing to the other party and to the Presidents for delivery to the boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of each party are required to place the item on the agenda at the earliest meetings for discussion by their respective boards. The Presidents are required to inform each other in writing of the resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The Presidents may elect to meet to identify possible solutions.
- iv. In the event that the matter is not resolved by the District Board and the Charter Board, then the matter shall be submitted to mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.
- v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. Mediation will be used as a catalyst between the parties interest in an attempt to bring the parties together to eliminate obstacles to communication. The mediator will not decide what is "fair" or "right."
- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate

an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.

- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.
- viii. Either party may appeal to the State Board within thirty (30) days of the mediation if the mediation is not successful in resolving the conflict between the parties.

H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.

- i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. §22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5-112(8).

- ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

- iii. Seeking Technical Assistance. The District may require the School to seek technical assistance if the School is required to prepare and implement a priority improvement plan or turnaround plan.

- iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.

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

- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
- ii. The District shall give the School a reasonable opportunity to contest the District's determination

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

iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 3.2.H i through iv.

J. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 3.2.G, file an appeal with the State Board, or seek other remedies provided by law.

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

Section Four: School Governance

4.1 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 School's governing board ("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 3.2.F of this Contract. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes

the selection method or qualifications of the Charter Board or changes the purpose of the entity.

4.2 Corporate Purpose.

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

4.3 Transparency.

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

TIP

Schools should also list on their website information about school board meetings, relevant documents and other information that may be of interest to students, parents and community members. Schools may also include the contact information of the Charter Board on their web page.

4.4 Complaints.

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

TIP

The District may request a copy of this document and the School may consider positing this document on its webpage so members of the public know the complaint process.

4.5 Contracting for Core Educational Services.

[Choose either A or B below based on the charter application]

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

Option B. The District acknowledges that the School intends to contract with an education service provider (ESP) for implementation of its core educational program, to the full extent permitted by state law. Such contracting is conditioned upon the School developing a management agreement with the ESP that meets the conditions in Attachment 5, and is subject to prior review by the District.

4.6 Contracting for Operational and Administrative Services.

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

4.7 Volunteer Requirements.

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

Section Five: Operation of School and Waivers

5.1 Operational Powers.

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract 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.

5.2 Evaluations and Trainings.

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Agreement.

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

5.2 Transportation.

The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School shall be solely responsible for providing transportation services, if any, to students attending the School (other than special education students who require transportation as a related service).

5.3 Food Services.

If requested to do so by the School, the District shall provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Charter Board policy and applicable federal and state law.

TIP
*Sample language could also read as follows:
 “The District and the School acknowledge and agree that food services will not be provided to students*

attending the School.” A third option would be for the school to provide its own food service. The same considerations also apply to transportation.

5.4 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 auto liability insurance. The School shall also purchase statutory workers’ compensation insurance coverage. Minimum coverages for the current school year are listed below:

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

The District shall provide at least 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”. Non-rated insurers must be approved by the District. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District’s Risk Manager by mm/dd annually. All of the School’s insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the District’s Risk Manager. The School shall notify the District’s Risk Manager within ten (10) days if for any reason there is a

lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

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

TIP

The last sentence of this section describes one means of coordinating insurance coverage with indemnification provisions. This language should be reviewed by the District's risk manager and the attorneys for both parties.

5.5 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.

TIP

See the see the Colorado Department of Education's charter school Waiver webpage at <http://www.cde.state.co.us/cdechart/waivers> for more information.

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

waiver is consistent with the School's operational or educational needs.

iii. Procedures for Non-automatic Waiver Requests.

The District Board agrees to jointly request waiver of the state laws and regulations, that are listed in Attachment 7. 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.

B. District Policies

i. Automatic Waivers. The District shall keep an updated list of district policies that the Charter School may automatically waive. The Charter School shall be waived from all policies that are on such list at the time of this Agreement, and any updates to the list during the term of any subsequent Agreements. The District shall grant include on this list and grant any automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school;

or the District, through the Contract, has delegated this authority to the School.

- ii. Additional Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 8.
- iii. Subsequent Waiver Requests. The School may request additional waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

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.

6.3 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.

TIP

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

6.4 Eligibility for Enrollment.

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

Section Six: School Enrollment and Demographics

6.1 School Grade Levels.

The School may serve students in grade xx through grade xx.

TIP

The Charter School and Authorizer may agree that the school will grow by a grade year through the initial years of the contract. If so, add language similar to "the School shall only serve students in grades xx-xx in the first year of this Contract, and may add one grade per year for years xx through xx of this initial Contract" may be used.

6.2 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

6.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

Enrollment preferences, selection method, timeline, and procedures are described in Attachment 9.

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

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

- A. Following the application deadline and upon completing the lottery, if appropriate, the School shall require that the student/District provide the most recent Individualized Education Program (“IEP”) IEP or Section 504 Plan, if any.
- B. When an applicant has an IEP or Section 504 Plan, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student’s previous school, and shall make a determination whether the services and, space and accommodation that can reasonably be made available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team deems it appropriate, the District representative shall convene a complete IEP team to make the final determination.
- C. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.
- D. When a student who has intensive service needs as identified by an IEP Team applies for admission into

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

TIP
The School shall not require the parent(s)/guardian(s) to disclose IEP/504 prior to completion of the Lottery/enrollment process. Schools should adopt and publicly post a clear and transparent policy regarding admission and lottery issues for students with IEP/504.

TIP
Under IDEA and Section 504, students with disabilities are to be provided a free appropriate public education in the least restrictive environment. Schools districts are required to provide “reasonable accommodations.” In general, decisions related to determining that a school cannot accommodate must meet a relatively high standard that demonstrates doing so would represent a “fundamental alteration” of the program. Cost alone is rarely an acceptable reason for not providing accommodations. The decisions must be made on an individual student basis. The fact that a child requires a form of modification or accommodation the school does not currently offer or has never offered in the

past would most likely not meet the high standard of fundamental alteration.

school and District agree whether or not students will be enrolled after October 1, and, if they are to be enrolled, the procedures to be followed.

6.7 Participation in Other District Programs.

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

6.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the School District and to any child who resides outside the School 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 School District, *OR- in the order described in the application – OR- renewal application and as stated in Attachment X*, OR in any subsequent document agreed to by both parties. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.9 Student Movement After October 1.

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

TIP
This provision will vary based on the School’s mission; for example, alternative schools often enroll students after October 1. Most important is that the charter

6.10 Expulsion and Denial of Admission.

The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the Charter Board or a designee of that board, with alignment as appropriate to District policies, support and input prior to taking such action. The authority to hold expulsion hearings from the District as a whole shall remain with the District Board or its designee. The Charter Board, or its designee, shall make findings of fact and recommendations to the District superintendent (seeking District support and input prior to taking any expulsion action), and a decision to expel a student from the District may be appealed to the District Board according to District policy regulations. Any decision to expel a 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 District to arrange, in cooperation with the School for education service payment. Any special education and related services required by law to be provided to suspended or expelled Charter School students shall be the sole responsibility of the District.

TIP
There are many variations to the provisions concerning suspension and expulsion. One alternative to the provision in the Sample Contract is: “The School has adopted and may revise its own set of written policies concerning standards of student conduct and discipline and shall be granted a waiver from corresponding District policies so long as the policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student as set forth in CRS 22-33-105. In the event the School proposes to expel a

student, it shall notify the District administrator responsible for student discipline within 1 school day of the decision to expel. As part of such expulsion proceeding, the school shall offer the student an opportunity for a due process hearing, including the opportunity to present appropriate testimony and evidence at the hearing. If a student is expelled from the School, the student will be considered to be expelled from the District as well. Unless services are purchased from the District, any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the District. The School shall code all suspensions and expulsions in accordance with the District’s practices for its student information”. Regardless of the approach taken, the contract should be explicit about responsibility for conducting hearings and decision making, responsibility for provision of services to suspended or expelled students, the responsibility for paying for expulsion hearings and services for expelled students, and whether or not the school may purchase such services from the District.

6.11 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 Seven: Educational Program

7.1 Vision.

[Insert school vision.]

7.2 Mission.

[Insert school mission.]

7.3 School Goals and Objectives.

The School shall meet or make reasonable progress toward the following goals and objectives:

TIP
Goals and objectives should include data regarding achievement, interim assessments, growth, growth gaps, post-secondary and 21st century readiness, etc.

- A. School Goals. [Insert School goals here]
- B. Unique School Objectives. [Mission-specific School objectives should be inserted here.]

TIP
While Unique School objectives are not required, this is where they would be included if the school and District wish to include some unique/additional objectives and measures. The School goals and objectives should include specific detail, and not just a reference to the Charter Application, to ensure that both parties have a clear understanding of the goals and objectives and to ensure that both parties have an understanding of what constitutes a material breach under this section.

- C. District Accreditation. The School shall be accredited in accordance with written District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §22-7-101 *et seq.*; the Education Reform Act, C.R.S. §22-7-401 *et seq.*;

the School Accountability Reporting Act, C.R.S. §22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.

D. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School shall be provided these standards in writing by District personnel prior to commencement of the term of this Contract. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required to by state or federal law.

Finance, governance, and operations indicators may be incorporated into accreditation indicators in B above. If these indicators are addressed independent of accreditation, the language in Section 3.2.B will need to be modified.

E. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework and 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.

F. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of

child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

G. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Contract.

TIP

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

7.4 Educational Program Characteristics.

The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed: [List educational program characteristics from the application that are the foundation for the School's program.]

7.5 GED and On-Line Programs.

The School's educational program as contained in the application and 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. [Note: On-line schools or schools offering GED programs would delete this prohibition.]

7.6 Curriculum, Instructional Program and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and

curriculum designed and implemented by the School shall meet or exceed 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.

7.7 Graduation Requirements.

The School shall develop and submit to the District for approval a policy setting forth its graduation requirements that align with state graduation guidelines.

7.8 Tuition and Fees.

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

7.9 English Language Learners.

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

7.10 Education of Students with Disabilities.

- A. The District shall provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) subject to review of licensing, and with the approval of the Executive Director of Student Services. The School shall staff its special education personnel applying the same staffing formula used within other District schools. Therefore, special education services at the School shall be commensurate with those provided at other District schools. The District shall assign other special education support staff as necessary to meet student needs.
- B. A description of the special education services to be provided by the District pursuant to Section 7.9.A above and their cost is provided in Attachment 10. District services for special education shall include being responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department’s Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, it shall be the responsibility of the District.

TIP

Unless both the school and the District agree to a different set of services, Colorado law (C.R.S. §22-30-5-112(2)(a.8)(I)) requires the District to provide all services for students with disabilities. The provision included here where the school provides the special education teachers occurs in many charter school contracts.

- C. 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.

- D. The District and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- E. The School's special education teachers are required to participate in monthly staff meetings sponsored by the District and newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.
- F. 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.
- G. 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.

7.11 Extracurricular and Interscholastic Activities.

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

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

7.12 Collaboration with District.

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

administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap referenced above.

B. Bond and Mill Levy Funds.

i. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.

ii. Mill Levy. Pursuant to C.R.S. §22-30.5-118 and C.R.S. §30.5-119, if the School District has a planning committee regarding a potential Mill Levy ballot question for the electorate, the School District must allow the charter schools authorized by the School District to have at least one representative on the School District's planning committee. The District must notify the charter schools of the planning committee's meeting schedule. The charter schools of the School District shall cooperate in determining the representative(s). The School District shall invite

Section Eight: Financial Matters

8.1 Revenues.

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

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

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law. The actual central

each charter school in the District to participate any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools. The additional local revenues that the School receives as a result of inclusion in a district ballot question are in addition to, and do not replace, the moneys the School receives from the District pursuant to C.R.S. §22-30.5.112 to §22-30.5-112.3.

- C. Federal Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act (ESEA) funding (e.g. Title I, Title II , Title III , Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Department as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.
- D. State Categorical Aid. On or before January 15 of each year, the District shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required or evidence of students enrolled in the School that are eligible for such funds.

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

8.2 Disbursement of Per Pupil Revenue.

OPTION ONE :

- A. Disbursement of District Per Pupil Revenue Funding. On July 15 of each District fiscal year, twenty-five percent (25%) of the District funding provided for projected pupil membership on October 1 of that year shall be allocated to the School. On October 15 of each year, twenty-five percent (25%) of the funding provided for projected pupil membership on October 1 of that year shall be made available to the School. The remaining per pupil funding adjusted as provided in Section 8.2.B below payable under this Contract shall be disbursed on or before January 15.

OPTION TWO :

- A. Disbursement of District Per Pupil Revenue Funding. Commencing on July 1 of each fiscal year of the contract term, District per pupil revenue funding as described in Section 8.1.A shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 8.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2.B. Funds shall be disbursed within five (5) days of being received by the District.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: mm/dd of each year, funding shall be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted. Funding on mm/dd may also be adjusted for any services provided by the Contract. In

addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any adjustments to funding after the mm/dd payment so that funding is equal to the PPR provided for in this Contract shall be made by direct payment to the School or the District. Any adjustment for an increase in funding from July 1 through the date of payment shall be paid to the School as a lump sum payment.

8.3 Budget.

On or before mm/dd of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. §22-30.5-111.7(1)(a) and §22-30.5-112(7) and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2.1.

8.4 Enrollment Projections.

Beginning with its second year of operation, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by January 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 8.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.5 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 District shall credit the School's ending fund balance in each fiscal year the per pupil portion of the District's TABOR Reserve represented by the School's funded enrollment based on the prior year's October membership. The School shall be charged, as an allocated cost, its pro-rata share of any required TABOR Reserve increases. The School, at its option, may 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.

TIP

Some Districts or charter schools may prefer that the charter school maintain its own TABOR reserve. In the Sample Contract, the District maintains the portion of the reserve that comes from funds that flow through the District. Districts that maintain the TABOR reserve may credit the charter school with interest on its portion.

8.6 Contracting.

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

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

8.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. A draft of the results of the audit shall be provided to the District in written form by September 30 of each year. The School shall pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If, for causes within the School's control, the audit is not provided to the District by September 30 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by September 30 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, unless the School requests an extension in accordance with CDE policy.

8.8 Quarterly Reporting.

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

8.9 Non-Commingling.

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

8.10 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.

Section Nine: Personnel

9.1 Employee Status.

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

TIP

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

- i. **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 §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.

TIP

The Charter Board should adopt a policy regarding background checks of Board members and volunteers, considering the different categories of

such individuals (i.e., those that volunteer in the school with access to students, those that volunteer outside the school with no access, etc.)

Section Ten: Service contract with the District

10.1 Direct Costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §22-30.5-1 12(2)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate written agreement, such costs should be reflected in Attachment 10. If the School and the District do not reach agreement regarding the payment of such direct costs prior to the end of a fiscal year, the District shall be barred from withholding from the School any moneys as reimbursement for direct costs. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1A above.

10.2 District Services.

Except as is set forth in Attachment 10, which provides for the purchase of special education services, and any subsequent written agreement between the School and the District, or as may be required by law, the School shall not be entitled to the use of or access to District services, supplies, or facilities beyond the rights and privileges that other District schools enjoy. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized mm/dd of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

Section Eleven: Facilities

11.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, or other facility agreement granting the School the right to use the same. 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 3.1 above.

-OR-

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

TIP

The School will make efforts to provide the District with up to date facility site information. The District will inform the School of any assistance it can provide in the facility process. The District may request formal updates on the facility process, and if so, should work with the School in advance to communicate any expectations.

11.2 Use of District Facilities.

The School may not use District facilities for activities and events without prior written consent from the District. The School shall receive priority use rights over non-District contracting organizations to District facilities.

TIP

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

If the school is utilizing a District facility, the paragraph below can be used.

The School may host or sponsor events that meet their vision and mission for both serving their students, students' families, and staff, and for supporting education in the community, as a resource center. These events will not require rental agreements as set forth in relevant District policies. Any event-related fees the School might charge directly will be used to support staff, lower cost for attendees, or to support facilities development.

11.3 Impracticability of Use.

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

TIP

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

11.4 Long-Range Facility Needs.

When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions

regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

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

12.1 Renewal Timeline and Process.

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

12.2 Renewal Application Contents.

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

12.3 Criteria for Renewal or Non-Renewal and Revocation.

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

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).
- 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.

12.4 Termination and Appeal Procedures.

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

12.5 School-Initiated Closure.

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

12.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the

School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School’s operations as a District facility until the end of the school year. The District’s authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.7 below and 2) reassignment of students to different schools. School personnel and the 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.

12.7 Return of Property.

In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District.

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

Section Thirteen: General Provisions

13.1 Order of Precedence.

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

and mutually-acceptable practices developed during the term of the charter contract shall take precedence over the Application.

13.2 Amendments.

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

13.3 Merger.

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

13.4 Non Assignment.

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

13.5 Governing Law and Enforceability.

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

13.6 No Third-Party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such

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

13.7 No Waiver.

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

13.8 Notice.

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

13.9 Severability.

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

13.10 Interpretation.

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.

parties shall have the same effect as original signatures.

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.

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.

C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the

Attachment 1: District Board Resolution Approving the Charter School Application

For information about these attachments and what they entail, see the Colorado Charter Schools Standard Application, Checklist, and Review Rubric available at <http://www.cde.state.co.us/cdechart/distauthinfo>.

Attachment 2: Pre-Opening Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
Establishment of School:			
Provide the proposed location of the School; identify any repairs/renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.			
Written, signed copy of facility lease, purchase agreement and/or other facility agreements for primary and ancillary facilities as are necessary for School to operate for one year or more.			
Provide evidence that students representing 50% of the projected fall membership have enrolled, including name, address, grade and prior school attended.			
Provide evidence that students representing 75% of the projected fall membership have enrolled, including name, address, grade and prior school attended.			
Document that the School is of sufficient size and with a sufficient number of classrooms to serve the projected enrollment.			
Copy of certificate of occupancy.			
Safety and Emergency Plan, including emergency contact information for the School Principal and other members of the management team and the School's emergency closure procedures.			
School Governance:			
Evidence that membership on the Board of Directors is complete; provide board roster with contact information for all board members, identification of officers, and conflict of interest disclosure and assurance.			
Schedule of Board Meetings (including date, time, and location for the 20__-20__ school year).			
Resume of each board member and affirmation of eligibility to serve for each school governing board member, including affirmation of a criminal background check and child abuse registry check.			
Board-approved Bylaws including satisfactory conflict-of-interest policy.			
Provide an updated school calendar approved by the Board of Directors for the first year of the School's operation.			
Copy of the school's policies and procedures specifying the school's plan for compliance with state and federal requirements for identifying, evaluating, and providing services to students with disabilities, English Language Learners, and Gifted and Talented students.			
Staff:			
Hire a Head of School.			
Written documentation verifying school personnel are Highly Qualified, where required.			
Written documentation that the School has completed criminal background checks on all school staff and volunteers that come into direct contact with the School's students.			
Copy of Employee Handbook, including at a minimum expectations for employee performance and behavior, compensation and benefit information, emergency response information, pay rates and/or salary scale(s), annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.			

Evidence that special education staff, with appropriate certification/qualification, is hired to provide special education services, &/or evidence that appropriate arrangements have been made for contracted services.			
Provide evidence that the Principal has completed training on child abuse and neglect reporting or has comparable experience.			
Budget, Finance & Operations:			
Submit the names of 1) individual(s) authorized to expend School funds and issue checks; and 2) individual(s) responsible for review and monitoring of monthly budget reports.			
A detailed plan regarding the collection and storing of academic, attendance, and discipline records. Such records should be compliant with the Family Educational Rights and Privacy Act (FERPA) and any other relevant state and federal laws and regulations.			
Provide a copy of an updated budget for the school year, including monthly cash flow projections and detailed assumptions for ALL revenues and expenditures, with evidence that it has been approved by the Board of Directors.			
Provide proof of insurance as set forth in the Contract.			

Attachment 3: Selected Laws Applicable to Charter Schools

(Colorado Revised Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

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

Safety and Discipline

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

Educational Accountability

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

Curriculum, Instruction, and Extra-Curricular Activities

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

Exceptional Students

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

Finance

34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110 (1) (o) and (p), 22-32-117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(l)

41. Allocation of funds for at-risk students: 22-54-105
42. Colorado Department of Education Financial Policies and Procedures
43. Excess tuition charges for out-of-District special education students: 22-20-109(5)
44. Participation in PERA : 22-30.5-512 and 22-30.5-111(3)
45. Financial Transparency Act: 22-44-301 *et seq.*

Attachment 4: Conflict of Interest Form

TIP

If applicable, the Conflict of Interest policy adopted by the School shall be in compliance with the requirements for 501(c)(3) status with the IRS.

(Name) Charter School Board Member Certification Form

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

Background

1. Full legal name:

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

Yes, I affirm.

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

a. a misdemeanor related to honesty or trustworthiness, or

b. a felony.

Does not apply to me.

Yes

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

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

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

Does not apply to me.

Yes

Conflicts

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

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

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

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

I/we do not know of any such persons.

Yes

Board Member Certification Form (continued)

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

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

Signature

Date

Conflicts for Schools Contracting with an Educational Service Provider

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

- I/we have no such interest.
- Yes

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

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

Other

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

- I affirm

Attachment 5: Education Service Provider (ESP) Agreement Guidelines

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

Attachment 6: Automatic Waivers of State Laws

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. For more information, see the CDE charter school Waiver webpage at <http://www.cde.state.co.us/cdechart/waivers>.

TIP

The above changes to the charter school Automatic Waiver process, and the corresponding list adopted by State Board rule, are anticipated to become effective Winter 2015.

State Statute Citation	Description
-------------------------------	--------------------

Attachment 7: Additional Requests for Waiver of State Laws and/or Regulations

TIP

It is suggested that the Contract include a statement at the beginning of this section acknowledging a commitment to comply with all laws and policies that are not waived. The requested waivers should match the proposed autonomy, school mission and goals, operations, governance, and employment relationships of the proposed charter school. It is advisable for the School to obtain legal counsel when seeking waivers from either the state or the authorizer beyond those that are Automatic Waivers.

In addition to listing the policies, the Contract should include a draft replacement policy or explain the replacement plan that the School will adopt specify the manner in which the School intends to comply with the intent of the state statute or State Board rule, as well as the rationale or purpose for requesting the waiver, the expected financial and implementation impact, and how the effectiveness of the waiver will be evaluated. A timeline should be included for when the final policies will be developed (if the policy is not developed at the time of the Contract execution).

Attachment 8: Additional Waivers of District Policies

For information about these attachments and what they entail, see the Colorado Charter Schools Standard Application, Checklist, and Review Rubric available at <http://www.cde.state.co.us/cdechart/distauthinfo>.

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

TIP

This attachment is designed for schools seeking to participate in the federally-funded Colorado Charter Schools Program (CCSP) Grant program and thus outlines requirements of the federal program, and not necessarily Colorado State law. Charter Schools not participating in the CCSP Grant should work with their authorizer to define non-discriminatory selection methods, enrollment, and timeline procedures. The order in which the first three preferences may be applied is flexible.

Enrollment Preferences.

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

- i. Students who are enrolled in a public school, or who are eligible to attend and are living in the attendance area, at the time it is converted to a public charter school as part of a turnaround process.
- ii. Siblings of students already enrolled in the School shall be automatically enrolled according to space availability;
- iii. Children of founding families, board member's and teacher's, not to exceed 20% of total enrollment;
- iv. All other children living within District boundaries.
- v. Other Colorado students

TIP

The federally-funded Colorado Charter Schools Program (CCSP) Grant now allows for weighted lotteries for certain educationally disadvantaged groups. Please see CDE's CCSP Guidance and RFP, as well as federal CSP non-regulatory guidance, for details about the parameters needed for use of a weighted lottery by grant applicants/recipients.

Selection method.

When the number of applicants exceeds the number of spaces available, students shall be selected by a random lottery, taking into consideration the enrollment preferences described in the School's application and included herein. If additional spaces become available after the initial selection, students shall be offered admission based on their order on the waiting list. Any

spaces available after all students on the waiting list have been offered admission shall be filled on a first-come, first-served basis. Waiting lists are not maintained from year to year: students on the waiting list who are not offered admission and wish to be considered for admission the following year must submit a new application.

Enrollment Timeline and Procedures.

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

- i. Prior to submitting an application for admission parents and students may be encouraged, but not required, to attend an informational meeting about the School.
- ii. The School shall make clear at meetings and in written information provided along with the application that any student residing in Colorado may apply, although admission is based on the preferences listed above.
- iii. The School shall begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.
- iv. The lottery shall be held no earlier than mm/dd and no later than mm/dd of the year for which enrollment is being selected.
- v. Based on space availability, the School shall continue to accept students from its waiting list or, if the waiting list is exhausted, from parents submitting applications after the deadline for the lottery up until October 1. The School may accept students after October 1 at its discretion following the District's administrative transfer process.

Attachment 10: Service Agreements

Special Education Services.

The District shall provide all federally required educational services at the School, except those typically provided by mild/moderate teachers which shall be the responsibility of the School. The School shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services in the District, multiplied by the number of students enrolled in the School. The per pupil cost shall be equal to the total budget for special education, (to include the General Fund special education and related specialized services expenditures plus special education transportation expenditures) less any categorical special education revenue received by the District, less the proportionate share of any categorical transportation revenue received by the District, less the District expenditures for mild/moderate teachers, divided by the total number of students enrolled in the District, times one plus the District's state-certified indirect cost rate. Charges to the School may be withheld from the funding provided to the School pursuant to Section 8.1.A. For the xxxx-xxxx school year, the per pupil cost using the above methodology is \$xxx. The per pupil cost shall be revised annually based on the above methodology.

[Other Purchased Services]

TIP

Typical purchased services may include the student information system, finger printing, payroll, accounting, health services, maintenance, legal services, and public relations. Purchased services are usually for one year and are renewed annually.

