



**Douglas County School District**  
*Learn today. Lead tomorrow.*

**Procedural Guidelines for Addressing Potential Charter School Violations  
of Law, Rules, Policies or Charter Contract**

After personal communication with the head of school, and prior to applying a remedy other than seeking an order under the Emergency Powers set forth in Part 7 of Article 30.5, DCSD shall, to the extent practicable, engage in the compliance procedure set forth below.

**Notice of Concern (Level 1)**

1. DCSD may, to the extent practicable, send the school a Notice of Concern, the content of which is described below. The school will be required to provide the documentation requested in the Notice to DCSD within 10 business days of receipt of the Notice. The school may also, within 10 business days of receipt of the Notice, request to meet with DCSD staff to develop a remediation plan addressing specific actions and due dates for remedying the deficiency.

2. DCSD shall give the school a reasonable opportunity to contest DCSD's determination that a deficiency or breach has occurred. If the deficiency or breach is not cured within the time specified in the Notice, DCSD may apply remedies, including but not limited to, those set forth below. These remedies may be applied individually, in succession, or simultaneously.

3. **Grounds for Notice of Concern (Level 1)**

- A. Any of the grounds provided for under the Charter schools Act, Sections 22-30.5-110, et seq., C.R.S., as they exist now or may be amended;
- B. Any material breach of the Contract;
- C. Failure to achieve or make reasonable progress toward achievement of the school's educational goals and objectives set forth in the Contract;
- D. Failure to comply with legal or contractual obligations to meet the needs of students with special needs;
- E. Insolvency of the school;
- F. Failure to meet generally accepted standards of fiscal management;
- G. Insufficient enrollment of students;
- H. Deficiency of any provision of law from which the school is not specifically exempt;
- I. Late submissions of required school information.

## **Notice of Breach and Intensive Monitoring (Level 2)**

1. DCSD may issue a Notice of Breach and Intensive Monitoring with specific objectives and requirements and a deadline for compliance under the following circumstances:

- A. Failure to provide requested documents by the due date specified in the Level 1 Notice;
- B. Clearly substantiated material breach of the charter contract or applicable law;
- C. More than 3 Notices of Concern in a calendar year.

## **Charter Review (Level 3)**

In the event that the school fails to meet the requirements and schedule set forth in the Notice of Breach (Level 2), DCSD will conduct a thorough review of the school's academic, financial and legal performance and make a recommendation to the DCSD Board. The Board may direct DCSD staff to develop a revised plan with the school, to not renew the Charter contract upon expiration, or to engage in revocation proceedings.

### 1. Remedies

DCSD may impose appropriate remedies for deficiency or breach of the contract, including, but not limited to, placement of DCSD staff in the school to provide services at the expense of the school, revocation of waivers or withholding of funds. These remedies may be applied in situations where the school could reasonably take action to remedy the deficiency or breach prior to the withholding of funds. These situations include but are not limited to failure to submit required reports by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to DCSD that meets the DCSD requirements. Any action to withhold funds taken pursuant to this subsection is subject to review as provided in CRS 22-30.5-112.

### 2. Technical Assistance

DCSD may require that the school seek technical assistance from the Colorado Department of Education or another organization if the school is required to prepare and implement a priority improvement plan or turnaround plan.

### 3. Emergency Powers

DCSD may request that the Commissioner issue a temporary or preliminary order in accordance with 22-30.5-701 et seq., C.R.S. If DCSD seeks a preliminary order under the Emergency Powers set forth in Part 7 of Article 30.5, it shall follow the procedures set forth therein.

4. Revocation

In the event that the school fails to remedy the deficiency or the breach in accordance with these procedures, upon recommendation by DCSD's legal counsel, the school's contract may be terminated and the charter revoked by the DCSD Board upon Ninety (90) days advance written notice for:

- A. Any of the grounds provided for under the Charter schools Act, Sections 22-30.5-110, *et seq.*, C.R.S., as they exist now or may be amended;
- B. Any material breach of the Contract;
- C. Failure to achieve or make reasonable progress toward achievement of the school's educational goals and objectives set forth in this Contract;
- D. Insolvency of the school;
- E. Failure to meet generally accepted standards of fiscal management;
- F. Insufficient enrollment of students;
- G. Deficiency of any provision of law from which the school is not specifically exempt;

5. Immediate notice

The school shall immediately notify DCSD of any of the following:

- A. Conditions that may cause it to vary from the terms of this Contract, applicable DCSD requirements, federal, and/or state law;
- B. Any circumstance requiring the 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;
- C. The arrest of any members of the Charter Board or Charter school employees for a punishable as a felony or any crime related to the misappropriation of funds or theft;
- 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. Any change in its corporate status with the Colorado Secretary of State's Office or status as a §501(c) (3) entity, if applicable.