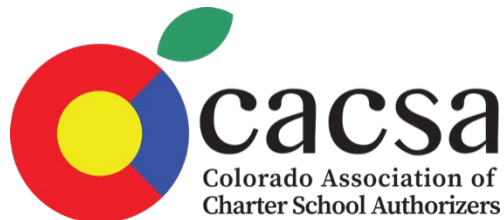


May 2022

Model Contract for Colorado Charter School Authorizers



1070 Edinboro Drive,

Boulder, CO 80305

CACSA is a Colorado non-profit organization

www.coauthorizers.org

Instructions for Document Use

District staff should consult with their legal counsel on any contract negotiation or amendment. The following document is offered as resource. The entire document or particular sections may be useful to districts. This document, in full or specific sections, can be copied and pasted into a clean Word document and customized with your district's information.

Prior to coping the desired pages, be sure to remove any **footnote or endnote references and their corresponding numbers (in green)**. These are for your reference only and should not appear in the final document. Users must also update any information that is **highlighted in yellow** and remove the yellow highlight from your updated text. The yellow highlights indicate references that should be updated to reflect the appropriate organization, school district, or school.

For questions contact CACSA, via info@coauthorizers.org.

MODEL CONTRACT FOR COLORADO CHARTER SCHOOL AUTHORIZERS

SECTION ONE: INTRODUCTION AND RECITALS

This Charter School Contract (“Contract”) is made and entered into this [DAY] day of [MONTH], 20XX, by and between [DISTRICT NAME] (the “District”) and [SCHOOL NAME] (“School Name” or “the School”), a charter public school organized as a Colorado nonprofit corporation (collectively, the “Parties”).

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

WHEREAS, on mm/dd/yyyy, the School (the “Applicants”), submitted an Application to form the School as a charter school to operate within the District.

WHEREAS, the Applicants amended the Application on mm/dd/yyyy and mm/dd/yyyy.¹

WHEREAS, pursuant to C.R.S. § 22-30.5-105(1)(a), an approved charter school application serves as the basis for a contract between the School and the District.²

WHEREAS, on mm/dd/yyyy, the [DISTRICT NAME] Board of Education (“District Board”) adopted a Resolution, dated _____ (the “Resolution”) (incorporated herein as Attachment 1) approving the Application and granting the School a charter for an initial term of xx years³ subject to the terms and conditions⁴ contained in this Contract.

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

1 If applicable.

2 There are many elements of a charter application that are not designed or appropriate to be contractual terms. The charter contract should be explicit about the components of the approved application that the District expects to incorporate into the contract and should incorporate these components either as specific contract terms in the body of the contract or as attachments. Attachments are especially appropriate for incorporation of operating policies or plans from the approved application.

3 The charter school law provides for a minimum initial term of four (4) years. C.R.S. § 22-30.5-110(1)(a).

4 Anticipates pre-opening requirements and other conditions that the District may have placed on approval.

SECTION TWO: ESTABLISHMENT OF THE SCHOOL

2.1 Parties.

This Contract is entered into between the School and the District. The person signing the Contract on behalf of the School is the President or another authorized officer of the nonprofit and is attested by the Secretary of the nonprofit or another authorized officer. The person authorized to sign on behalf of the District is the President of the District Board and as attested by the Secretary of the District Board.

2.2 Contract Term.

This Contract is effective as of July 1, 20XX, and shall continue through June 30, 20XX.

Although this Contract is for operation of the School for a period of [number] (X) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

The Parties further agree that any financial commitment on the part of the School contained in this Contract is subject to annual appropriation by the School, and the Parties agree that the School has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term. The School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Contract for any subsequent fiscal year during the remaining term of this Contract.

This Contract may be renewed for an additional period upon application by the School for renewal in accordance with the Charter Schools Act and District Board approval of the School's application for renewal.

2.3 Conditions.

This Charter Contract and the District's obligations hereunder, are conditioned on the School's satisfaction of the conditions set forth in the Resolution approving the Application and incorporated herein as Attachment 2, Pre-opening Conditions (the "Conditions of Approval"), pursuant to C.R.S. § 22-30.5-107(5). If the School fails to satisfy the Conditions of Approval on or before the deadline for each condition prescribed in Attachment [redacted], or a mutually agreed extended deadline, such failure shall be a material breach of this Contract.

2.4 Corporate Status and Governance.

The School is incorporated as a Colorado nonprofit corporation. The School shall continue to operate as a Colorado nonprofit corporation and shall assure that its operation is in accordance with its Articles of Incorporation (“Articles”) and Bylaws.

2.4.A. Compliance.

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

2.4.B. Corporate Purpose.

The purpose of the School as set forth in its Articles shall be limited to the operation of a charter school pursuant to the Charter Schools Act, C.R.S. §22-30.5-101 et seq., and as may be accepted and approved by the IRS with regard to its status as an exempt organization under Section 501(c)(3) of the Internal Revenue Code (“Code”), if applicable, and for purposes ancillary thereto and in support thereof.

2.4.C. Governance.

The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles and Bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract, including the Conditions, and state and federal law. The School’s governing board (“Charter Board”) shall adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract.

The Bylaws may require parent representation on the board.

The Bylaws or policies of the School shall require that each member of the Charter Board annually sign a conflict of interest disclosure, which shall, at a minimum, meet the requirements set forth in Attachment 3 (Conflict of Interest Form).

The Articles and Bylaws are attached to this Contract as Attachment 4. The School shall follow the requirements of the Colorado Revised NonProfit Corporations Act in amending its Articles of Incorporation and Bylaws.

The School must submit any material modification of the Articles of Incorporation or the Bylaws to the District within ten (10) business days of ratification or adoption by the Charter Board.

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 that changes the purpose of the entity.

2.4.D. Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection. The School shall list on its website information about Charter Board members, Charter Board meetings, relevant School documents, and other information that may be of interest to students, parents, and community members. The School shall comply with parts of the Colorado Sunshine Act, C.R.S. §24-6-401 et seq. (“Open Meetings Law”) and the Colorado Open Records Act, C.R.S. §24-72-201 et seq. (“CORA”) applicable to charter schools and shall adopt and strictly enforce a conflict of interest policy including a policy to avoid conflicts of interest between the School and any education management provider (“EMP”) as defined in paragraph 12.6 of this Agreement.

2.4.E. Complaints.

The School shall establish and make known to parents and other constituents, a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The School shall submit its process to the District for administrative approval which shall not be unreasonably withheld, so long as it provides an opportunity to be heard and an appeal process similar to that provided in current District policies/regulations and procedures, except that the final administrative appeal shall be heard by the Charter Board, rather than the District Board. Any material changes to the process shall be submitted to the District for approval prior to implementation.

2.4.F. Conflicts of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with state law and District policies and regulations regarding ethics and conflict of interest. If, subject to District approval, the School enters into a contract with an EMP, the School acknowledges and agrees that Charter Board members shall not be employed by such EMP or such EMP’s affiliate and shall not be employed with another charter school that retains the services of such EMP.

2.4.G. School Governing Board Authority.

The School’s governing body shall

- have full authority and responsibility for the School, including ultimate responsibility for school fiscal, legal and contractual compliance matters, consistent with the Charter Schools Act and with applicable provisions of the Nonprofit Act;
- have and shall meet the duties imposed on such bodies by operation of law; and
- enjoy all individual immunities from liability provided by law.

2.4.H. Non-Commingling.

The School shall keep its assets, funds, liabilities and financial records separate from assets, funds, liabilities, and financial records of any other person, entity, or organization including any education management provider whose services the School retains and from any other charter schools, not operating under this Charter Contract, regardless of whether such school(s) retain the services of the same education management provider.

Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.

2.5 Charter School Legal Status

2.5.A. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado.

2.5.B. 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 the Charter Schools Act and paragraph 8.3 of this Contract.

2.5.C. 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.

2.5.D. The School is a local public body within the meaning of C.R.S. § 24-6-402(1)(a) and is subject to the Sunshine Law and Colorado Open Records Act.

SECTION THREE: ENROLLMENT

3.1 Enrollment Levels.

The School may provide instruction to students in grades [redacted] through [redacted], consistent with the following Enrollment Schedule:

[INSERT ENROLLMENT TABLE BY YEAR/GRADE from the approved application or as otherwise negotiated]

3.2 Enrollment Variance.

3.2.A. Material changes to enrollment set out in the Enrollment Schedule require prior approval by the District. The following shall constitute material changes:

- The School’s providing instruction to students in a grade or grades that are not included in the Enrollment Schedule.
- The School’s not providing instruction for a grade or grades that the Enrollment Schedule anticipates the School serving.
- Total student enrollment that either exceeds or falls short of the total approved enrollment (“target enrollment”) by more than 15%.

3.2.B. Notwithstanding permissible variance to the School’s target enrollment, the School shall at all times comply with the legal capacity requirements and limits of the School’s facilities and site as set forth in the Certificate of Occupancy.

Enrollment below the minimum enrollment required for financial viability constitutes a material breach of this Contract and the District’s financial performance standards and may be a basis for revocation.

3.3 Non-Discrimination and Enrollment Equity.

3.3.A. The School shall enroll students in a nondiscriminatory manner consistent with C.R.S. § 22-30.5-104(3). The School shall implement a recruitment and enrollment plan that ensures that it is available to any child who resides in the District, subject to its maximum enrollment.

3.3.B. The School will make a good faith effort to enroll and retain a population of students that are eligible for free or reduced lunch, English language learners, and special education programs that is reasonably representative of District averages for those populations, taking into consideration the demographics of public schools within a reasonable proximity to the School (“representative populations”).

3.3.C. The Parties acknowledge that the School’s good faith effort to enroll and retain representative populations does not, in and of itself, ensure achievement of this outcome. As a public school, the School may not turn away students based on their effect on the School’s demographics provided that they are otherwise properly enrolled in accordance with Section 3.3 D, below.

3.3.D. The School shall follow the enrollment procedures, timeline, preferences, and selection method as described in Attachment 5 (Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures).⁵

⁵ This should be a charter school board-approved policy.

3.4 Eligibility.

The School shall limit enrollment of students, including 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.

The School shall make all enrollment decisions in accordance with applicable State and Federal law and policy.

3.5 Joint Enrollment.

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.

3.6 Non-District Residents.

When receiving applications from non-District residents, the School shall follow the relevant process and selection requirements set out in Attachment 5 (Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures). To the extent that Attachment 5 does not address non-District residents, the School shall adhere to the following requirements:

3.6.A. The School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice law, District policy (unless otherwise waived) and this Contract.

3.6.B. If the School has more applicants than it has space, the School shall give preference to those students who reside within the District.

3.6.C. 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

3.7 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, enrollment in another district, enrollment in a private school, enrollment in a charter school not authorized by the district, moving from Colorado, enrollment in homeschooling, dropping out and not being of age for mandatory schooling

⁶ Changes to State Board Rules addressing Colorado's Exceptional Children's Education Act altered the options available to districts and charter schools regarding decisions to locate a student in a school other than the school the family chooses. CACSA recommends that districts and charter schools insert language as needed in this section that comply with the revised State Board Rules, which affect charter schools as well as inter-district choice programs.

no longer residing at a known address and not being able to be found by the school upon reasonable inquiry, 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.

3.8 Transfer.⁷

After October 1 each school year, any movement of students from the School to 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. The District shall not unreasonably deny student and family requests for transfer to a District school.⁸

SECTION FOUR: EDUCATIONAL PROGRAM

4.1 Mission and Vision.

The mission and vision of the School shall be as follows [PASTE MISSION & VISION FROM THE APPROVED APPLICATION]:

The School Board shall operate the School in a manner consistent with the vision and mission statements as approved by the District.

Material revisions to the vision and mission statements shall be considered material changes to the Contract and shall require approval of the District. Such approval shall not be unreasonably withheld, conditioned, or delayed.

4.2 Material Education Program Characteristics.

The School shall have the right, the authority, and the responsibility to design the educational program and make educational resource allocation decisions, changes, and modifications in the best interests of its students provided that the educational program shall meet or exceed the Colorado Academic Standards aligned with the Common Core Standards and shall meet the terms of this Contract.

Notwithstanding the School's authority to design, change, and modify the educational program, there are material components of the educational program, incorporated herein

⁷ 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 school and District agree whether or not students will be enrolled after October 1, and, if they may be enrolled, the procedures to be followed.

⁸ Districts may consider addressing expectations for "backfilling" or acceptance of students for available seats in upper grades. Charter schools sometimes choose not to backfill based on wanting to maintain the integrity of the school culture and educational program. However, there is an equity interest in having schools enroll any student who wishes to attend as long as there are seats available for that grade. The equities may play out differently depending on the size of the district and the enrollment trends.

as Attachment 6 (Material Program Terms) that the District deems material to its approval of the School's application to operate a charter school.⁹

Changes to these Material Program Terms constitute a material Contract change requiring the District's written approval. The District shall not unreasonably withhold, condition, or delay such approval.

4.3 Mandatory Subjects of Instruction.

The School shall comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including but not limited to instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-104; honor and use of the United States Flag, C.R.S. § 22-1-106; the federal constitution, C.R.S. §§ 22-1-108 & -109; and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.

The School shall comply with the requirements of the Colorado Reading to Ensure Academic Development Act (READ Act), C.R.S. §§ 22-7-1201, *et seq.* including but not limited to:

- Student promotion and retention criteria
- Progress monitoring and interventions for struggling students
- Parent communication
- Assessment administration

4.4 Assessment.

Unless otherwise exempted by law or District policy, the School shall participate in all testing programs required by the State of Colorado, currently including, but not limited to, the Colorado Measures of Academic Success ("CMAS"), Colorado PSAT/SAT, READ Act aligned early literacy assessments, Universal Gifted Screening, and any applicable placement and assessment tests for English Language Learners, including but not limited to ACCESS and W-APT, as they exist now or may later be amended.

The School shall maintain test security, and administer the tests consistent with all relevant state and District requirements.

The School shall follow professional and ethical standards for assessment administration. Violation of this provision of this Contract shall be deemed a material violation.

School staff may attend any assessment-related District training sessions, whether required or optional for District school staff, including District-developed testing ethics and administration procedure training.

⁹ The "material terms" should identify distinctive educational program elements to which the District intends to hold the school accountable for purposes of providing the public an accurate picture of the school's program.

4.5 State-Required Assessments.

Student results, including those measuring longitudinal growth and levels of proficiency, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide.¹⁰

4.6 Attendance.

The School agrees that it shall comply with all state and federal laws and regulations concerning student attendance., and shall comply with District attendance policies unless it obtains a waiver from the same in accordance with Section ___ below. Attendance of students at the School shall be in compliance with Colorado’s compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

4.7 Discipline.

The School shall ensure either that its discipline policy as implemented for all students is in compliance with C.R.S. §§ 22-32-106, 22-32-106.1, 22-32-109.1, and 22-33-105 and District Board Policies [NAME/# of RELEVANT POLICIES] as revised from time to time, or if the School receives a waiver from District Board Policies [NAME/# of RELEVANT POLICIES], as outlined in the School’s discipline policies, to ensure equity across all students.

The School may create its own in-school and out-of-school suspension procedures provided that the procedures must provide due process consistent with applicable law, and for tracking and expulsion suspension data by type. The school must submit a copy of its in-school and out-of-school suspension procedures to the District for an opportunity to review and comment at least 30 days prior to adoption by the School’s board.¹¹

¹⁰ The comparison should be based on the demographics of the student population or, in the case of specialized schools, based on AEC status. The educational programs themselves need not be similar or “comparable.”

¹¹ It is important that discipline not become a mechanism, whether intentionally or inadvertently, for “counseling out” students from charter schools. The contract terms are designed to provide the district the authority needed to balance respect for school autonomy/flexibility with protection of student rights and equities.

4.8 Expulsion.¹²

The School's Board-approved discipline policy shall establish an expulsion process that is consistent with applicable law. The decision to expel a student from the School following expulsion hearings shall remain with the Charter Board or a designee of that board, in alignment with applicable District policies unless waived. The District's Board shall have final authority regarding appeals in student expulsion cases.

The authority to hold expulsion hearings and to expel a student from the District as a whole shall remain with the District Board or its designee.

In the event that a District expulsion decision is predicated on conduct of a student while enrolled at the School, the Charter Board, or its designee, shall make findings of fact and recommendations to the District superintendent.

A decision to expel a student of the School from the District may be appealed to the District Board according to District policy regulations. Any decision to expel a student of the School 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.

4.9 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.

4.10 GED Program.

The School's educational program as presented in the District-approved charter school application does not include a GED program. Introduction of GED shall constitute a material

¹² 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. One alternative approach to addressing these issues is as follows:

The School has adopted School board-approved policies concerning standards of student conduct and discipline and shall retain a waiver from corresponding District policies provided that the School's policies comply with applicable federal and state laws, including, without limitation, the grounds and procedures established for suspending, expelling, or denying admission to a student in C.R.S. § 22-33-105 or its successor provision(s). In the event the School proposes to expel a student, it shall notify the District administrator responsible for student discipline within one (1) school day of the decision to expel. A student that has been expelled from the School is considered to be expelled from the District. 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.

change to the Contract. The School is prohibited from offering such GED program without the written consent of the District and amendment of the Contract.

4.11 Online Program.

4.11.A. General Program [choose ONE term as applicable]

Exclusive online program. The School’s educational program as contained in the Application and reviewed by the Institute is an “exclusive online program” pursuant to C.R.S. §§ 22-33-104 et seq. As such it shall operate consistent with all laws and regulations applicable to online programs unless expressly waived. Termination of the program and modification from an exclusive to a blended program are prohibited without prior written approval of the District and amendment of the Contract.

OR

Blended program. The School’s educational program as presented in its District-approved charter school application may include certain online program elements (“blended program”), and such elements are hereby approved by the District as material to the educational program. Changes to the status of the blended program including changing to an exclusive online program are prohibited without prior written approval of the District and amendment of the Contract.

OR

No online program. The School’s educational program as presented in its District-approved charter school application does not include on-line program pursuant to C.R.S. §§ 22-33-104 et seq.. Introduction of an on-line program shall constitute a material change to the Contract. The School is prohibited from offering an online program without the written approval of the District and amendment of the Contract.

4.11.B. Special Circumstances for Online Instruction

Nothing in ¶ 4.11.1 shall be interpreted to preclude the School from delivering on-line instruction on a temporary or interim basis as reasonably necessary and appropriate for the health, welfare, or safety of students and teachers.

4.12 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.

4.13 Tuition, Fees, & Volunteer Requirements.

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 programs,¹³ before and after school programs or as otherwise permitted by law.

4.14 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.

4.15. Tuition and Fee Transparency.

The School shall make information about any and all tuition and fee requirements, including tuition and fee amounts, publicly accessible. All communications with families about tuition and fees shall be consistent with posted information.

4.16 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. 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. The School shall provide a copy of any volunteer policy and any changes thereto to the District. The School agrees to conduct background checks of volunteers, as appropriate.

¹³ Previous Kindergarten exclusion removed based on availability of full-day kindergarten funding.

4.17 Indigent Students.

The School shall waive all fees for indigent students in accordance with applicable federal and state law and District policy. The School shall survey its student population for eligibility for free and reduced-price lunches pursuant to federal guidelines in accordance with State Board of Education regulations. The School shall include notification of the policy of waiver of fees for indigent students on all fee lists and schedules.

SECTION FIVE: ACADEMICALLY EXCEPTIONAL STUDENTS

5.1 General.

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.

5.2 Limited English Proficient (LEP) Children.¹⁴

The School shall provide resources and support to Limited English Proficient (LEP) children to ensure that they have given meaningful access to grade level content, acquire proficiency in English, and achieve grade level standards.

The School shall follow the District's procedures for identifying, assessing, monitoring, and exiting LEP children.

5.2.A. Funding. [CHOOSE ONE AS APPLICABLE]

- The School is responsible for supplying services to its LEP students and for complying with applicable law. The District shall provide the School a per pupil allocation of the state English Language Proficiency Act (ELPA) funds for specialized language instruction on a pro rata basis.
-
- The School may use its ELPA funds toward the salary and benefits of LEP instruction-qualified teachers as defined by the Department. The School shall hire qualified candidate(s) to fill the role of the LEP specialist consistent with its plan for LEP instruction. Such hiring may be either on a full-time or part-time basis depending on the school's LEP population.

OR

Consistent with the District Services Plan incorporated herein as Attachment 7, the District will provide LEP instruction services in collaboration and coordination with the

¹⁴ Terminology revised to align with Colorado Department of Education (CDE) usage per the Office of Culturally and Linguistically Diverse Education.

School. A description of the LEP instruction services to be provided by the District pursuant to this section is included in the District Services Plan. For the 20XX-20XX school year, the District will withhold from funding provided to the School [AMOUNT] (\$XXX.00) per funded pupil in the School for District LEP instruction services. The LEP instruction services and fees shall be subject to renegotiation and agreement annually.

5.3 Gifted and Talented

The School shall identify and provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. Unless waived under this Contract, the School shall follow state regulations and the District's requirements for identifying, assessing and serving gifted and talented students.

SECTION SIX: SPECIAL EDUCATION

The School shall implement a plan for meeting the needs of students with disabilities in accordance with state and federal laws and regulations, District policy and procedures, and as articulated in the Memorandum of Understanding Regarding the Provision and Funding of Special Education Services. (Attachment 8) ("Special Education Plan").

Any material changes to the plan for serving students with disabilities shall be made through amendment of the Special Education Plan.

The School expressly agrees to defend, hold harmless and indemnify the District, its board members, officers, employees, and agents from all liability, claims and demands arising from any suit, action, grievance, complaint, charge or proceeding initiated pursuant to the School's obligations to provide special education services and accommodations under state and federal law.

SECTION SEVEN: SCHOOL PERFORMANCE STANDARDS & EVALUATION

7.1 District, and Operations Standards.

The School shall meet or exceed District standards for charter schools in the areas of finance, governance, and operations. The School acknowledges that these indicators may change over time. The District shall provide the School with prior notice and an opportunity for input into any proposed material changes before they become effective. During the term of this Charter Contract, the School shall not be required to adopt and implement any changes in District policy under this Section, unless required to do so by state or federal law.

7.2 Academic Goals, Objectives, and Pupil Performance Standards.¹⁵

[OPTION 1]

7.2.A. The School is required to meet or make adequate progress towards meeting the academic standards as defined by the District’s School Performance Framework [OR INSERT NAME OF DISTRICT’S PERFORMANCE EVALUATION TOOL] and as required by C.R.S. § 22-30.5-110(3)(b). The District will define “adequate progress” in reference to annual academic targets that it establishes in consultation with the School and to which the School will be accountable.¹⁶ The District will monitor and evaluate the School’s progress as part of the annual review it conducts pursuant to C.R.S. § 22-30.5-110(1)(b).

7.2.B. In the absence of current assessment data that provide the basis for the goals, objectives, and pupil performance standards, the District shall evaluate school performance based on available qualitative and quantitative data including, but not limited to, valid and reliable interim assessment data and site visit data in addition to standardized assessment data from previous years.¹⁷

[OPTION 2]

Pursuant to C.R.S. § 22-30.5-110(3)(b), the School is required to meet or make adequate progress towards meeting the academic standards as defined by the Colorado School Performance Framework, any additional federal requirements, and the additional measures and metrics to which the Parties have agreed and that are incorporated herein as Attachment 9. (“Additional Pupil Performance Measures”). The District will define “adequate progress” in reference to annual state ratings and definitions of satisfactory performance. The term “adequate progress” is as defined herein and that the School will be accountable as such. The District will monitor and evaluate the School’s progress as part of the annual review it conducts pursuant to C.R.S. § 22-30.5-110(1)(b).

7.3 English Language Learner Standards.

Student growth on state-mandated assessments of English language proficiency (ACCESS or comparable State-mandated test of English Language Proficiency) shall equal or exceed results for schools serving comparable students district-wide.

¹⁵ This section presents options for academic accountability based on whether the District has established a performance framework or analogous set of defined educational outcome expectations for charter schools and/or for all public schools. If so, the district should reference the school performance framework in the Contract. This approach is presented as Option 1 [Recommended]. Goals and objectives should include data regarding achievement, interim assessments, growth, growth gaps, and post-secondary readiness based on the state accountability system. School-specific measures may be incorporated into the performance framework.

¹⁶ The evaluation of a school that has Alternative Education Campus status should be based on the distinctive 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.

¹⁷ In light of shifts in state accountability and especially as a result of COVID-19’s disruption of state testing, it is not clear when state performance data will be available again. Yet districts need to have means to evaluate and hold charter schools accountable for educational outcomes. This provision anticipates the need for qualitative measures and qualitative data to play a more substantial role in accountability decisions.

7.4 Accreditation.

The School shall be accredited in accordance with written District guidelines and state law. 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. During the term of this Charter Contract, the School shall not be required to adopt and implement any changes from the District under this Section, unless required to do so by state or federal law.

7.5 Annual Review.¹⁸

7.5.A. Adequate progress will be established and measured annually through the implementation of agreed-upon academic targets, developed through the Unified Improvement Plan ("UIP") process. The District will monitor, measure, and evaluate the School's progress annually. The School agrees that the term "adequate progress" is defined through this process and that the School will be held accountable pursuant to this definition.

7.5.B. The District will provide the School an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.

7.5.C. The District may request interim assessment data as part of ongoing performance monitoring or other processes. The School will supply this data within 15 days of a written request by the District for such information.

¹⁸ The Colorado Association of Charter School Authorizers is developing annual review resources and guidance that is available on the CACSA website at: <https://coauthorizers.org/document-type/annual-performance-reports/>

SECTION EIGHT: DISTRICT-SCHOOL RELATIONSHIP

8.1 District Rights and Responsibilities

8.1.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 a legitimate educational interest in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA"). Records include, but are not limited to, the following:

- School records, including but not limited to, student cumulative files, policies, special education and related services;
- Financial records, including but not limited to bank statements;
- Educational program, including test administration procedures and student protocols;
- Evidence that criminal background checks have been conducted;
- School operations, including health, safety and occupancy requirements;
- Inspection of the facility or facilities; and
- Board minutes, meeting notices, agendas, other records, and communications.

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

8.1.B. School Visits.

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.

8.1.C. Complaints.¹⁹

The District agrees to notify the School regarding any complaint about the School that the District receives which, taken as true, alleges violation of law or this Contract. The

¹⁹ Districts should consider developing a response protocol so that outcomes of forwarded complaints are reported back to the authorizer within a reasonable time

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.

8.1.D. 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.

8.1.E. Access to Data and Information.

The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, SPF, accreditation, special education, and funding information.

8.1.F. Accreditation Data and Process.

No later than five (5) business days following the receipt of the information, the District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Paragraph 7.2 of this Contract.

8.1.G. 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.

8.1.H. District Services.

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. Such costs shall be reflected in a separate written agreement.

If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the District may withhold an amount equal to the total amount of direct costs incurred in the prior year until such an agreement is reached. 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 ___ above.

Except as is set forth in Attachment 10, (“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 be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. 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 otherwise be agreed in writing. Such agreements shall be finalized June 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties

8.2 School Rights and Responsibilities

8.2.A. School Governing Board Responsibility.

The School’s governing board is responsible for the School’s financial, organizational and academic viability of the School. The board possesses the independent authority to determine the organization and management of the School, the curriculum and the instructional methods consistent with applicable law.

8.2.B. Records.

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

Transparency Act and any other federal and state laws addressing financial transparency and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

8.2.B.ii. The School shall comply with C.R.S. § 22-32-110(1)(jj) regarding the withholding of student records, diplomas, transcripts, or grades for failure to pay School-assessed fines or fees.

8.2.C. Inter-governmental agreements and cooperative opportunities.

The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.

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.

8.2.D. Routine Notification.

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

The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3;

OR

Any complaints filed against the School or its employees, administration, or Board members in their official or individual capacities, or an Education Management Provider in connection with services to the school by any governmental agency including, but not limited to OCR, CCRD, and EEOC.

8.2.E. Immediate Notification.

The School shall immediately notify the District of any of the following:

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

- Any circumstances requiring lockdown or other emergency procedures due to immediate school health or safety concerns including health and safety concerns requiring material changes to the school program and/or operations;
- The arrest, dismissal or resignation of any members of the Charter Board, School employees, or EMP employees with responsibilities for the School, for a crime punishable as a felony, any crime related to the misappropriation or theft of funds, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7 and other relevant laws as required.
- Misappropriation of funds;
- A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
- 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 or to maintain its corporate status as a 501(c)(3) tax-exempt organization with the U.S. Internal Revenue Service.

8.2.F. Compliance.

The School shall comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Paragraph 8.3 (Waivers).²⁰

The District reserves the right to conduct audits and require submission of documents or assurances as necessary to monitor and verify compliance.

8.2.G. Reports.

The School shall provide to the District in a timely manner any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 9 (Intervention and Revocation).

²⁰ The contract may include, as an attachment, a list of currently applicable laws and regulations. Any such list should include a disclaimer making clear that the absence of an applicable law from the list does not excuse noncompliance or non-performance by the school.

8.2.H. Financial Transparency Reports.

With respect to compliance with the reporting requirements of the Public School Financial Transparency Act,²¹ C.R.S. §§ 22-44-301 *et seq.*, the School shall have the responsibility for timely submission of the required financial data according to the schedule set out in Attachment 12 (Financial Transparency Reporting Schedule).

8.2.I. School Calendar & Hours of Operation.

The School shall provide the school calendar for 20XX-20XX on or before [MONTH AND DAY]. For future school years, the School shall provide the school calendar on or before [MONTH AND DAY].

At a minimum, the School Calendar & Hours of Operation shall include and the School shall actually provide students the minimum number of days and hours of instruction set forth in law.

The School instructional days and hours of operation shall not materially vary from those set forth in the approved Application unless previously approved in writing by the District. For purposes of this Section, “material” is defined as either a change of at least 10%, or a transition to or from a 4-day school week.

Either the School’s failure to provide students the minimum number of days and hours of instruction set forth in law, or the School’s material change to the instructional days and hours without prior District approval in writing shall constitute material violations of the Contract.

8.2.J. Health and safety information.

The School shall provide health and safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. – [MONTH AND DAY].

8.2.K. Bond Documentation.

The School shall provide closing documents and bank statements no later than five (5) business days of closing.

8.2.L. Safe School Plan. ²²

The School shall comply with the Colorado Safe Schools Act, C.R.S. § 22-32-109.1, and complete the required information annually by [MONTH AND DAY]. The School shall

²¹ Charter school founders, board members and administrators should become familiar with the Financial Transparency Act’s reporting requirements.

²² Districts should consider strongly encouraging, if not requiring, schools to follow district policy absent a compelling reason for the plan to be school-specific (e.g., the school is 100% virtual or has a residential component). In the event that an incident occurs, there will be a need for communication and coordination between the school, the district, and health and safety personnel – especially first responders. In the event that a school has a compelling reason to have a school-specific policy, the district should ensure that the school’s plan allows for coordination in the event of an incident.

submit the information to the individual or office designated in advance by the District. The District shall be responsible for communicating the information to local responders.

8.2.M. Governance Information.

Charter Board membership (i.e., names/ contact info, terms) – [MONTH AND DAY].

Charter Board member conflict of interest disclosures – [MONTH AND DAY].

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

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

Insurance certification – [MONTH AND DAY].

8.3 Waivers

8.3.A. State Laws and Regulations

Waivers Not Applicable. 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 required to seek waivers only if a statute or rule applies to the School as a charter school.

Automatic Waivers. The School shall be entitled to all Automatic Waivers granted by the State Board pursuant to the definition of Automatic Waivers in C.R.S. § 22-30.5-103, and consistent with the list of automatic waivers that the State Board adopts by rule pursuant to C.R.S. §22-30.5-104(6). No additional action is required of the School in order to qualify for these waivers.²³

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 13 (Waiver Requests). To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, the Parties shall meet to negotiate the effect of such State Board action.

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. District approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the

²³ See the Colorado Department of Education's charter school Waiver webpage at <http://www.cde.state.co.us/cdechart/waivers> for more information.

District does not agree to join the School's waiver request or imposes conditions upon the School with respect to such requests, representatives of the Parties shall meet to negotiate the effect of State Board action to approve the request.

8.3.B. District Policies

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 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.

Additional District Waivers. The School shall have additional waivers from District policies as set forth in Attachment 14 (District Policy Waivers).

Subsequent District Waiver Requests. The School may make subsequent requests for waivers from District policies following execution of this Contract. Upon receipt of such a 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 will grant subsequent waivers of District policies only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

8.4 Administrative Costs.

Administrative Costs means the District's central administrative overhead costs chargeable to charter schools, consistent with C.R.S. § 22-30.5-111.7.

8.4.A. Administrative costs include but are not limited to the costs of charter application evaluation, school monitoring and oversight, school accountability, testing, student information systems, and reporting.

8.4.B. Within ninety days after the end of each fiscal year, the District shall provide the School an itemized accounting of the School's administrative costs consistent with the requirements of C.R.S. § 22-30.5-111.7(2)(a).

8.5. District Services.

District Services means services that the School chooses to purchase from the District consistent with C.R.S. § 22-30.5-111.7.

8.5.A. The School and the District shall annually develop and execute a separate District Services Schedule, to be incorporated herein as Attachment 7, that includes the scope of services that the District is responsible for providing to the School and the

corresponding fee schedule by which the School is responsible for compensating the District.

8.5.B. Within ninety days after the end of each fiscal year, the District shall provide the School an itemized accounting of all actual costs of District services consistent with the requirements of C.R.S. § 22-30.5-111.7(2)(b).

8.5.C. Nothing in this section shall be construed to prevent the School and the District from entering into additional financial agreements including but not limited to the School's leasing of a District facility.

SECTION NINE: INTERVENTION AND REVOCATION

9.1. Failure to Meet Objectives and Charter Requirements.

If the District determines that the School did any of the following:

- is failing to meet or make adequate progress toward achievement of the goals, objectives, content standards, pupil performance standards, targets for the measures used to determine the levels of attainment of the performance indicators, applicable federal requirements, or other terms identified in the charter contract, and as provided by C.R.S. § 22-30.5-110(3)(b);
- is failing to meet generally accepted standards of fiscal management;
- is failing to comply with District policies not expressly waived; or
- is failing to address concerns regarding the health and safety of students and staff at the School.

then the District may, after the period required by 9.2.A, initiate Corrective Action pursuant to section 9.3 of the Contract.

9. 2. Notice.

9.2.A. The District shall provide written notice to the School of its Determination of Non-Compliance, including specific details to support its determination; its requested remedy; the time by which the District expects the Determination of Non-Compliance to be remedied (Remediation Period); and the planned course of action it will take if the School does not timely remedy the deficiency.

9.2.B. The District shall give the School a reasonable opportunity to contest the District's Determination of Non-Compliance. In a non-Emergency Powers situation, this means at a minimum that the Lead Administrator for the School or his designee shall have an opportunity to provide a written response, and to meet with the Superintendent of the District or his designee to discuss the Determination of Non-Compliance within five (5) days.

9.2.C. Notice shall not be required for a District Request for Exercise of Emergency Powers as set forth in C.R.S. §§ 22-30.5-701 et seq. and pursuant to paragraph 9.6 of the Contract (Request for Exercise of Emergency Powers).

9.3. Corrective Action.

Following the Remediation Period, the District shall make a determination as to whether the school has materially remedied the Non-Compliance. If the District determines that the School has not remedied the Non-Compliance, then the School shall be in Corrective Action.

9.3.A. Corrective Action Plan. In Corrective Action, the School shall, within thirty (30) days, propose a Corrective Action Plan. The Corrective Action Plan shall include specific timing and outcomes that remedy the non-performance and non-compliance matters that the District identified in its determination.

9.3.B. District Advice and Comment. The District shall have the right to provide advice and comment on the plan. The School shall, at all times, remain responsible for the contents and implementation of a Corrective Action Plan and for meeting the terms of this Contract, including any Interim Performance Objectives.

9.3.C. Interim Performance Objectives. In addition to any School-initiated steps in the Corrective Action Plan, the District may require that the School identify specific interim performance objectives to be set and that this Contract be amended to include these Interim Performance Objectives. These objectives must be agreed upon by the School and District. If the School disputes any Interim Performance Objectives, the resolution of the dispute shall be subject to the Dispute Resolution Process described in Section 16 of this Contract (Dispute Resolution). The implementation of Interim Performance Objectives shall not supersede or diminish other District rights and authority to intervene, nor shall it diminish the School's responsibility for meeting the terms of the Contract.

9.3.D. Corrective Action Monitoring. The District will monitor the School's Corrective Action for fidelity of plan implementation, and plan outcomes based on the Determination of Non-Compliance and Interim Performance Objectives, if any, related to the Intervention Action.

9.4. Mandatory Remedial Action.

9.4.A. If the School is subject to Intervention Action based in whole or in part on material non-compliance with applicable law, the District may mandate remedial action. Such mandatory remedial action may include but is not limited to the following: Waiver Revocation. The District may revoke relevant waivers from District policy; and/or Technical Assistance. Technical assistance from District staff or an independent third party other than the School's current EMP including implementation of remedies at the direction of such District staff or independent third party.

9.4.B. Any mandatory remedial action shall be reasonably and narrowly tailored to remedy legal non-performance or non-compliance and shall align with any action required based on the School’s accreditation status. The District may, at its discretion, require that the School apply remedial actions in succession or concurrently.

9.4.C. The Parties shall agree on the allocation of costs for mandatory remedial actions. If the Parties cannot agree on the allocation of costs, the resolution shall be subject to Section 16 of this Contract (Dispute Resolution).

9.4.D. Mandatory remedial action shall *not* apply to the School’s non-performance with respect to reasonable progress toward achievement of the School’s academic Performance Objectives in this Contract including as established by reference to a performance framework. The School shall retain sole responsibility and discretion for the means and methods to fulfill those objectives.²⁴

9.5. Contract Amendments During Intervention Action.

9.5.A. Non-compliance identified by the District pursuant to paragraph 9.2 may be the basis for reasonable restrictions on modification or amendment of this Contract pending satisfactory remedy of the identified deficiencies. Such restrictions may include but are not limited to denial of proposed enrollment increases and grade additions.

9.5.B. If, however, the School seeks material modifications or amendments that are reasonably related to its efforts to remedy the Non-compliance identified by the Districts pursuant to paragraph 9.2, the District shall not unreasonably withhold, condition, or delay approval of such modifications or amendments.

9.6. Request for Exercise of Emergency Powers.

Notwithstanding any other Corrective Action, 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. 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.

²⁴ When intervening, districts should differentiate between intervention as a result of non-compliance and intervention as a result of unsatisfactory educational outcomes. For non-compliance, the district may be more directive about the means needed to remedy the cause of intervention because there is an external legal standard and objective that needs to be met and for which the district may bear legal risk (e.g., special education). For unsatisfactory education performance, the district should be clear about the outcomes that the school is responsible for achieving but should ensure that the school retains authority and responsibility for the means by which it expects to attain those results.

9.7. Failure to Remedy.

If the School fails to materially satisfy the performance objectives and Contract requirements that are the basis for the Corrective Action, including any Interim Performance Objectives, in the time frame and manner set out in the Notice of Non-Compliance and/or in the Corrective Action Plan

9.7.A. Such failure is a material Contract breach and shall be a basis for revocation of the Contract.

9.7.B. The School's nonprofit Board will consider the option of relinquishing the Contract.

9.8. Revocation and Contract Termination.

9.8.A. If the District initiates revocation of the Contract following Notice and Corrective Action, it shall provide the School written notice of the grounds for revocation and termination. The District shall notify the School of the date of the District Board's revocation and Contract termination hearing, which must be 15 days or more after the date the written notice is provided to the School. During the Contract termination hearing the School shall be provided at least 30 minutes to be heard by the Board.

9.8.B. Following a District Board revocation and contract termination decision, Contract termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. Notwithstanding the School's appeals, the District may impose remedies for other material breaches of the Contract.

9.9. School-initiated closure.

9.9.A. Should the School choose voluntarily 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 delivered at least ninety (90) days before the end of the school year or within twenty-four (24) hours of making the termination decision if made less than ninety days before the end of the school year. Such voluntary termination shall supersede any pending District revocation action; however, it shall not abridge or limit the District's authority to manage dissolution pursuant to section 11.2 (Dissolution, District Authority) of this Contract.

9.9.B. If voluntary termination is under consideration, the School will make a good faith effort to provide the District notice and to enable the School's enrolled families to participate in the District choice enrollment process for the subsequent school year.

SECTION TEN: CHARTER RENEWAL TIMELINE AND PROCESS

10.1. Renewal Application Requirements.

10.1.A. The District shall provide the School with guidance on the format and substantive requirements of the renewal application prior to July 1 of the year in which the application is due.

10.1.B. The renewal application shall include those items designated in C.R.S. § 22-30.5-110(2) including:

10.1.B.i. A report on the progress of the School in achieving the goals, objectives, pupil performance standards, content standards, targets for the measures used to determine the levels of attainment of the performance indicators, and other terms of this contract and the results achieved by the School's students on the assessments administered through the Colorado student assessment program; and

10.1.B.ii. A financial statement that discloses the costs of administration, instruction, and other spending categories for the charter school that is understandable to the general public and that will allow comparison of such costs to other schools or other comparable organizations, in a format required by the state board of education;

10.1.B.iii. Any information or material resulting from the charter school's annual reviews; and

10.1.C. The renewal application may provide the School an opportunity to report on

10.1.C.i. assess its academic, financial, and operational performance during the current charter term; and

10.1.C.ii. report on plans and anticipated changes for a renewal term.

10.2. Renewal Application Submission.

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.

10.3. Criteria for Renewal or Non-renewal.

10.3.A. The District may Non-renew the Contract for any of the grounds provided by state law, including C.R.S. § 22-30.5-110(3), as they exist now or may be amended. Grounds for termination, revocation, or denial also include but are not limited to the following:

10.3.B. The District shall comply with C.R.S. § 22-30.5-110 and all other provisions of the Charter Schools Act regarding renewal, non-renewal, and revocation.

10.4. District Recommendation.

10.4.A. 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.

10.5. District Board Decision.

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 for at least 30 minutes about its renewal request, unless mutually agreed otherwise. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution.

10.6. Non-renewal Appeal.

The Charter School has the statutory right to appeal a non-renewal decision. In the event of a non-renewal decision, the School shall be solely responsible for adhering to the statutory appeal procedures and requirements as set out in C.R.S. § 22-30.5-108, including but not limited to notification of the District.

SECTION ELEVEN: SCHOOL CLOSURE AND DISSOLUTION

11.1. Continued Operation.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School will continue to operate its educational program until the end of the school year or another mutually agreed upon date.

11.2. District Authority.

The District may 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. 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 paragraph **11.3.** (Return of Property) and applicable federal law, and 2) reassignment of students to different schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.3. 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 designated by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

SECTION TWELVE: OPERATIONAL POWERS.

12.1. Contracting Authority.

In addition to the authority provided for elsewhere in this Contract and as allowed by the Act, the School shall be responsible for its own operations, and shall have authority independently to exercise the following powers:

- 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.

12.2. Transportation.

12.2.A. Neither of the Parties is required to provide transportation to students attending the School other than transportation for special education students who require transportation as a related service or for students who otherwise require the provision of transportation in accordance with state or federal law.

12.2.B. Transportation Plan [CHOOSE ONE]

The School shall provide transportation for students consistent with the transportation plan presented in the approved Charter School Application and set forth, as amended, in Attachment [REDACTED] (Charter School Transportation Plan).

If the School's plan calls for using private vehicles for student transportation, the School shall require evidence of insurance and driver's licensure for all vehicle drivers.

OR

Consistent with the approved Charter School Application, the School will not provide transportation other than transportation for special education students who require transportation as a related service or for students who otherwise require the provision of transportation in accordance with state or federal law.

12.2.C. To the extent that it decides to offer students transportation beyond what is required by state or federal law, the School shall be solely responsible for providing such transportation. Introduction of a transportation program shall constitute a material change to this Contract requiring the District's written approval, in advance. The District shall not unreasonably withhold or delay approval of a change to transportation services on request from the School provided that the proposed change is in accordance with state and federal law.

12.3. Food service.

Neither of the Parties is required to provide meals to students attending the School.

Consistent with the meals plan in the approved Charter School Application, the School will not provide meals to students attending the School.

OR

The School shall be responsible for providing meals to students in a manner consistent with the plan presented in the approved Charter School Application and set forth, as amended, in Attachment 15 (Charter School Meals Plan) [if applicable include the following] including the School's plan to apply for authorization as a school food authority pursuant to C.R.S. § 22-32-120.

12.3.A. If the School amends the *manner* in which it provides meals to students, such modification shall *not* constitute a material Contract revision, and the School may make such modification to the Meals Plan with notification to the District.

12.3.B. If the School amends *whether* it provides meals to students, either in whole or in part, such modification shall constitute a material Contract revision and shall require the District's written approval, in advance. The District shall not unreasonably withhold, condition, or delay approval of a material change to the School's Meal Plan on request from the School provided that such changes are in accordance with state and federal law.

12.4. Evaluation and Training.

12.4.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.

12.4.B. Employee Evaluations.

The Lead Administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually.

12.4.C. Board and Staff Training.

The Charter Board shall adopt a policy for annual Charter Board training.

12.4.D. Non-discrimination.

The School shall not discriminate against any person on the basis of race, color, gender, sexual orientation, gender identity, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, marital status, pregnancy status, veteran status, disability, genetic information of an employee or applicant for employment, or based on hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race,²⁵ or any other basis on which discrimination is prohibited by law. To the extent the School engages in or is alleged to have engaged in discriminatory practices, it expressly agrees to defend, hold harmless and indemnify the District, its board members, officers, employees, and agents from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding, pursuant to this Contract.

12.5. Student Welfare and Safety.

The School shall comply, except as waived, with all District-approved policies and regulations, and shall comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response and laws governing incidents of school violence under C.R.S. § 24-10-106.3, and any state regulations governing the operation of school facilities.

12.6. Contracting for Educational Services²⁶

[CHOOSE 1 OPTION, AS APPLICABLE. DELETE THE OPTION THAT IS NOT APPLICABLE]

[OPTION 1: 12.6.A. to C.]

12.6.A. Consistent with its District-approved charter school application, the School does not intend to enter a contract or subcontract with a third party for the management or

²⁵ See HB 20-1048.

²⁶ For schools working with an EMP, the district has a responsibility to ensure that the school's board retains authority to exercise its fiduciary duty and duty of care for the school. This includes ensuring that the engagement is free from conflicts of interest; that the EMP doesn't exercise undue influence over the board; and that the EMP contract terms do not unduly bind the board through financial dependence on or indebtedness to the EMP.

administration of its core instructional program or services, including special education and related services (“EMP Services Agreement”).

12.6.B. Any EMP Services Agreement that the School intends to enter shall constitute a material change to this Contract and shall require approval by the District in writing. The District’s approval shall be conditioned on the proposed agreement’s satisfying the requirements set forth in Attachment 16 (Education Management Provider “EMP” Agreement Requirements). Such District approval shall not be unreasonably withheld or delayed provided that the proposed EMP Services Agreement satisfies and does not conflict with the District’s EMP Agreement Requirements.

12.6.C. In the event that the School enters a District-approved EMP Services Agreement subsequent to execution of this Contract, such agreement shall be incorporated into this Contract as Schedule 1 to Attachment __ (Education Management Provider “EMP” Agreement Requirements). The provision, below, regarding EMP Services Agreement Amendment shall apply.

OR

[OPTION 2 for 12.6.A. to C.]

12.6.A. Consistent with its District-approved charter school application, the School intends to enter a contract or subcontract (“EMP Services Agreement”) with [INSERT NAME OF EMP] for the management or administration of its core instructional program or services.

12.6.B. The School’s execution of the EMP Services Agreement shall require approval by the District in writing. The District’s approval shall be conditioned on the proposed agreement satisfying the requirements set forth in Attachment 17 (Education Management Provider “EMP” Agreement Requirements). Such District approval shall not be unreasonably withheld or delayed provided that the proposed EMP Services Agreement satisfies and does not conflict with the District’s EMP Agreement Requirements.

12.6.C. Within 10 (ten) days of execution of the EMP Services Agreement by the School’s board, the School shall submit an electronic copy of the EMP Services Agreement to the District. The executed EMP Services Agreement shall be incorporated into this Contract as Schedule 1 to the District’s EMP Agreement Requirements.

12.6.D. EMP Services Agreement Amendment.

Modifications or amendments to an approved EMP Services Agreement that may directly or indirectly affect the agreement’s adherence with the District’s EMP Agreement Requirements shall constitute a material revision to this Contract and shall require District review and approval. The District’s review and approval shall be based on the EMP Agreement Requirements and approval of the proposed modifications or

amendments shall not be unreasonably withheld or delayed provided they do not conflict with or violate the EMP Agreement Requirements. The School's failure to comply with this provision shall be a material breach of the Contract.

12.6.E. Violation of EMP Agreement Requirements.

With respect to EMP Services Agreements, the following shall constitute material breaches of this Contract:

- The School's failure to notify the District of and to provide an opportunity for the District to review an EMP Services Agreement that is subject to the District's EMP Agreement Requirements prior to execution of the that EMP Services Agreement; and/or
- The School's execution of an EMP Services Agreement without District approval based on satisfaction of the EMP Services Agreement Requirements.

12.6.F. District EMP Services Agreement Responsibilities.

If the School notifies the District that it intends to enter an EMP Services Agreement or to modify or amend an existing, duly approved EMP Services Agreement, the District shall be responsible for the following upon receipt of the proposed Agreement:

- Within [redacted] days, the District shall notify the School if the proposed agreement or the proposed modifications or amendments to an existing agreement require District approval.
- Within [redacted] days, the District shall, in writing to the School, either grant or deny approval of the proposed EMP Services Agreement.

If the District denies approval of the EMP Services Agreement, such notification shall reference the specific provisions in the proposed EMP Services Agreement that the District does not approve and shall reference the specific EMP Agreement Requirements with which those provisions conflict.

The same requirements regarding grant and denial of a proposed EMP Services Agreement shall apply to the District for any resubmission of an EMP Services Agreement following an initial denial.

12.7. Contracting: General.

12.7.A. 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:

12.7.B. The contractor acknowledges that the School is not an agent of the District, and accordingly the contractor expressly releases the District from any and all liability under this agreement.

12.7.C. Any financial obligations of the School arising out of this Agreement are subject to annual appropriation by the Charter Board.

12.8. Insurance.

The School shall purchase and maintain 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 Colorado law).

The School 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 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". The School may use the Colorado School Districts Self Insurance Pool. The School shall provide certificates of insurance to the District's Risk Manager by June 1 annually. All of the School's insurance policies 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.²⁷

²⁷ 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.

12.9. Procurement.

The Charter Board shall adopt and approve a procurement policy that establishes competitive bidding requirements consistent with sound exercise of the Charter Board’s fiduciary duties. The School shall contract for services, supplies, materials, and equipment consistent with its procurement policies including the competitive bidding provisions.

SECTION THIRTEEN: EMPLOYMENT

13.1. Employee Status.²⁸

13.1.A. School shall employ such personnel as are required for the efficient and effective operation of the School.

13.1.B. All employees hired by the School shall be employees of the School and not the District. All decisions regarding School employees shall be made by the School.

13.1.C. The District shall have no role in School employment decisions unless expressly provided in this Contract.

13.1.D. The District shall have no obligation to employ School employees who are released from or leave the School. However, nothing in this provision shall be construed in a way that infringes a District teacher’s employee options pursuant to C.R.S. § 22-30.5-111(1).²⁹

13.2. Employee Policies.

13.2.A. The School shall adopt and implement personnel policies in accordance with state and federal law to address, among other topics, hiring and termination of personnel, terms of employment, civil rights, and compensation. Terms of the employment relationship shall be described in the School’s Employee Handbook.

13.2.B. The School shall be responsible for making all employee discipline decisions.

13.2.C. The School may amend or revise the Handbook at its discretion. The School is encouraged to provide a current version of the Handbook to the District within 10 days of Charter Board approval.

²⁸ 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.

²⁹ C.R.S. § 22-30.5-111(1) provides district teachers the option to take up to three-years’ leave of absence from the District during their first three years of employment at a charter school.

13.2.D. in the event a non-waived District policy refers to "employees," that policy shall apply to all employees and independent contractors or particular employees of contractors who provide direct services to students or who have regular and not incidental contact with students at least once a month providing services to students of the School.

13.3. Employee Qualifications.

The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified to serve in charter schools in accordance with applicable federal and state law, rules and regulations (unless waived), including the federal Every Student Succeeds Act or its equivalent. Paraprofessionals employed by the School shall meet all credentialing requirements applicable to charter schools imposed by applicable federal and state law, rules and regulations (unless waived).

13.4. Background Checks and Fingerprinting.³⁰

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 laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and C.R.S. § 22-30.5-110.7. The School shall ensure that all independent contractors and companies that place employees in the School complete the requisite background checks.

13.5. PERA Membership.

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

13.5. Affordable Care Act.

The School is not a part of a "Controlled Group" with the District for purposes of the Patient Protection and Affordable Care Act ("PPACA"). To the extent permitted by law, the School shall indemnify and hold the District and its board members, employees, and agents harmless from and against all damages, losses, and expenses arising out of or resulting from the School's failure to comply with PPACA and its related regulations. The School's indemnification obligation hereunder shall survive the termination of this Contract.

13.6. Equal Opportunity Employer.

The School affirms that, consistent with applicable law, it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, marital status, sexual orientation, religion, ancestry, age, disability, or based on hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race,³¹ or any legally

³⁰ Charter Board policy regarding background checks should be tailored to and differentiate employees, board members, contractors, volunteers, and other categories of individuals who may be in the school (E.g., expectations may differ between individuals who volunteer in the school with access to students and those who volunteer outside the school and have no access to students).

³¹ See HB 20-1048.

protected class in its recruitment, selection, training, utilization, termination or other employment-related activities.

13.7. Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq.

13.8. Employee Welfare and Safety.

The School shall establish its own policies for employee welfare and safety. The School may in its discretion elect to adopt or adapt District policies. The School’s policies and practices shall comply with all applicable federal and state laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 et seq. and C.R.S. § 24-10-106.3.

13.9. Employee Conduct.

The School shall adopt its own staff conduct policies, including non-discrimination and conflict of interest policies. The School may in its discretion elect to adopt or adapt District policies. The school’s policies and practices shall be consistent with state and federal law.

SECTION FOURTEEN: FACILITIES

14.1. Location.

14.1.A. A change to the School’s location shall constitute a material change to this Contract and shall require notification to the District at least 30 days prior to the proposed move date and written District approval, which approval shall not be unreasonably conditioned, delayed, or withheld.

14.1.B. The facility at the new location will be subject to the same terms and conditions as applied to the initial facility including the Conditions of Approval (Attachment 2), unless amended by mutual agreement.

14.1.C. The School’s failure to comply with notification and approval requirements for a change in School location shall constitute a material breach of the Contract.

14.2. Non-District Facility³²

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,

³² Use for schools located in any a facility that is not owned by the district.

deed, closing statement or other facility agreement granting the School the right to use the same within 5 days of closing, refinancing or leasing. Consistent with facilities-related Conditions of Approval (Attachment 2), 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 for school visits in Section 8.1.B., above (School Visits). If the School leases or owns other property, it will be fully responsible for that property.

14.3. For Schools Located in a District Facility³³

14.3.A. Primary Use of District Facilities.

The School shall have primary use of [NAME OF FACILITY] located at [PHYSICAL ADDRESS] to operate the School pursuant to the terms of the District-School Facilities Use Agreement.

14.3.B. District Facilities Agreement.

Use of District facilities shall be subject to a separate Facilities Agreement that will formalize the landlord/tenant relationship between the District and the School. In no event will the School be required to pay rent for space which is deemed available by the District.

14.3.C. 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 provide an alternative facility for use by the School to operate the School. However, if such an event occurs, the District shall use its best efforts to locate or provide an alternative facility for use.

14.3.D. In the event the School is prevented by law, public health emergency, or other disaster from making ordinary use of one or more school facilities it may engage in appropriate remote education temporarily while working to remedy the situation or determine when a declared emergency has ended or no longer requires that its facility not be occupied by students. The School and District shall confer and collaborate in responding to such exigent circumstances. The District may require the School to submit a written plan for any extended use of remote instruction, including how the School will provide FAPE to all students with IEPs.

³³ Use for schools located in a district-owned facility.

14.4 District Facilities Planning.

14.4.A. 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 FIFTEEN: FUNDING

15.1. 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.

15.2. Count Audit.

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.

15.3. Administrative Costs.

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 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, as provided in C.R.S. §§ 22-30.5-112(2)(a)(III), 22-30.5-112(2)(a.4)(I) or as subsequently amended.

15.4. Funding Calculation.

The funding of that portion of the PPR paid by the District to the School shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor reduced by an appropriate proportionate reduction in state equalization support as a result of legislative action. This amount shall not be increased or decreased due to any change in monthly enrollment during the year. In the event the District should, for any reason, lose the state funding

allocated to any student who has withdrawn from the School, said funding shall be deducted from subsequent payments to the School.

15.5. Disbursement.

Subject to the adjustments provided for in Section 17.11, the District will disburse per pupil funding to the School in 12 equal monthly installments, commencing July of each fiscal year. The District shall disburse funds to which the School is entitled within five (5) days of receiving them.

15.6. Requirement for School to Be in Session.

In the event the School is not operating with students in attendance by October 1 of each fiscal year, payments to the School shall cease until such time as the School is officially in session with students in attendance. If the School fails to open during any school year, those funds paid to the School prior to October 1 shall be refunded by the School to the District. The term “enrolled” as used in this provision shall be deemed to mean enrolled as of the official counting dates or periods and in accordance with the School Finance Act of 1994, found at C.R.S. §§ 22-54-101 *et seq.* and the State Department of Education regulations. If the State Auditor disallows counting of some of the School’s students, then its funding for the following school year will be reduced by the same amount.

15.7. Allocation of State and Federal Funds.

15.7.A. Gifted and Talented and Other Grant Sources. The District shall direct to the School a proportionate share of federal and state government funding for gifted and talented students and other federal and state grant sources on the same basis as it allocates such funds to District-managed public schools.

15.7.B. Other Categorical Aid. The District shall direct to the School a proportionate share of moneys generated under other federal or state categorical aid programs in the same manner in which it directs such aid to District-managed public schools.

15.7.C. Assurances and Data. Prior to receipt of such funds, the School shall provide the District with the assurances required of recipients of federal funds for categorical aid that it will comply with applicable federal statutes. The School shall provide the District with data necessary to complete claims for such funds.

15.8. State and Federal Grant Applications.

The School may apply for federal and state grant funds under the same conditions as other District schools. The School shall be responsible for complying with the conditions and requirements of such grants, applicable law and reporting requirements under such grants.

15.9. Fiscal Contact.

The School shall provide an address of record, the name of the contact person for fiscal

matters and where funds are to be sent at least 30 days in advance of when funds are to be made available.

15.10. Supplemental Allocations.

The School shall not be entitled to any supplemental budget allocations from the District regardless of any unanticipated expenditures or debts.

15.11. Funding Adjustments.

The District's disbursement of funds shall be adjusted as follows: In December or January funding will be adjusted factoring in the final October 1 count and adjusted per pupil funding as determined by the Colorado Department of Education. This adjustment will be allocated equally over the remaining monthly payments in the fiscal year.

15.12. Legislative Rescission.

To the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions or additions will be made to the School's funding by adjustment or set-off by the end of the fiscal year.

15.13. Annual Funding Determination.

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

15.14. School Budget.

On or before March 15 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. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide ESL services necessitated by changes in revenue and/or expenses shall be considered at that time. The School shall prepare the budget in accordance with C.R.S. § 22-30.5-111.7(1)(a) and C.R.S. § 22-30.5-112(7) and the state-mandated chart of accounts. The School shall submit the Charter School Board-approved budget and any Charter School Board-approved revisions to the District along with the resolution approving the budget or budget revision. A material violation of this Section may result in District remedial intervention including, but not limited to remedies described in C.R.S. § 22-30.5-112(8) (withholding payments).

15.15. Funding Obligation.

The Parties agree that the funding for the School will constitute a current expenditure of the District. The District's funding obligations under this Contract will be from year-to-year

only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the State Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The Parties further agree that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the current year per pupil allocation or for providing services described herein for the entire term of the Contract.

15.16. Annual Financial Audit.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The School shall pay for the audit. The School shall provide a draft of the results of the audit to the District in written form by October 1 of each year. The School shall provide the final audit from the preceding fiscal year to the District on or before October 31 of each year. If, for causes within the School's control, the School has not provided the draft and final audits to the District by October 1 and October 31 of each year, respectively, 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 deliver the draft and final audits to the District by October 1 and October 31, respectively, is due to causes beyond the School's control, the School shall use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Extensions shall require District approval.

15.17. Loans.

15.17.A. The School may not, without District approval, make loans to any person or entity other than reasonable employee advances or to other related or controlled entity. The District shall not unreasonably withhold, condition, or delay approval of such loans.

15.17.B. The School may not enter into financial relationships with other schools that have retained the services of the School's education management provider.

15.17.C. The School may not borrow funds from the District without District Board approval.

15.17.D. The School must maintain TABOR-compliant reserves throughout the fiscal year. If the School has an unplanned emergency that could result in borrowing, the School shall notify and consult with the District's Chief Financial Officer or designee to develop a revised budget and financial plan.

SECTION SIXTEEN: DISPUTE RESOLUTION

16.1 Dispute Resolution Process³⁴

16.1.A. Initiation.

Either Party may initiate dispute resolution procedures in accordance with this section if the initiating Party believes that the other Party has violated a provision of this Contract or applicable law provided that dispute resolution shall not supersede the District's authority to initiate Intervention Action pursuant to **Section 9** of the Contract (Intervention and Revocation).

16.1.B. Negotiated Resolution.

In the event any dispute arises between the District and the School concerning this Contract, including but not limited to the implementation of or waiver from any District policies, regulations or procedures, such dispute shall first be submitted to the President of the Board of the School and the Superintendent of the District or his or her designee for review. Thereafter, representatives of the District and the School shall meet and make a good faith effort to negotiate a resolution of the dispute.

16.1.C. Third Party.

In the event the Parties are unable to resolve the dispute pursuant to the procedure set forth above, the Parties shall submit the matter to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following either Party's written request for mediation (the "moving Party").³⁵ If the Parties are unable to agree upon a mediator within that time, the Parties shall jointly obtain a list of available mediators from the Judicial Arbitrator Group, Denver, Colorado³⁶ and have it delivered to the non-moving Party, who shall strike one, return the list to the moving Party, and so forth, until one name remains. The remaining person shall be selected as the mediator.

³⁴ The Charter Schools Act mandates a dispute resolution procedure. (See C.R.S. § 22-30.5-107.5). However, Districts and charter schools have flexibility to adapt the statutory process. This model contract presents one option for a modified process. CACSA encourages Districts and schools to consider other variations.

³⁵ Mediation is a facilitated negotiation. The mediator helps the parties reach agreement but does not make formal recommendations or have authority to impose a decision.

Fact-finding asks the third-party to investigate a dispute and make a report finding facts and recommending a resolution. The fact finder makes a formal recommendation but does not have authority to require the recommendation to be accepted as a decision.

Arbitration requires a private party to resolve a dispute by acting as fact finder and decision-maker (judge). 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.

Hybrid procedures such mediation followed by fact finding or mediation followed by arbitration, (called med/arb) are also permitted. Each approach requires specific contract language that 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").

³⁶ It is important that the dispute resolution plan describe adequately how the neutral third party will be selected. There are many qualified individuals and organizations experienced in this type of work. The commitment to dispute resolution may get sidetracked if the parties have not committed to a selection mechanism whether by agreeing to particular providers or to a referral process.

This striking process shall be completed within ten (10) days after delivery of the list to the non-moving Party.

16.1.D. Mediated Resolution.

The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving Party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation as equity requires; the presumption is that the costs would be shared equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law.

16.1.E. Fees.

Each Party shall be presumed to 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.

16.1.F. Advisory Recommendation.

If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter. The mediator's written findings shall be released to the public within thirty (30) days of the mediator's issuance of the advisory recommendation. The decision of the District Board shall be final, provided, however, that the School may appeal to the State Board concerning those matters within the State Board's jurisdiction in accordance with governing law.

16.2. Contract Performance.

Except for any performance which may be directly affected by such dispute, the existence and details of a dispute shall not diminish the Parties' respective obligations under the Contract. Notwithstanding a dispute, the Parties shall continue without delay their performance hereunder.

16.3. Indemnification.

To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third Parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law.

SECTION SEVENTEEN: GENERAL PROVISIONS

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

17.8. Notice.

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

Notice to the District

[District Representative]

Physical Address:

[ADDRESS]

Email: [email]

Notice to the School

[Lead Administrator]

Physical Address:

[ADDRESS]

Email: [email]

17.9. 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.

17.10. Interpretation.

17.10.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.

17.10.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.

17.10.C. Counterparts; Signature by Facsimile.

This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile or electronically by either of the Parties shall have the same effect as original signatures.

17.10.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.

17.10.E. Nonreligious, Nonsectarian Status.

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

LIST OF ATTACHMENTS

1. Charter Approval Resolution [District Resolution]
2. Conditions of Approval [District Resolution]
3. Conflict of Interest Form [District Policy]
4. Charter Board Articles of Incorporation and Bylaws [School Submission]
5. Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures [School Submission]
6. Material Program Terms [See Attached Guidance]
7. District Services Schedule [Negotiated]
8. Special Education Plan [School Submission]
9. Additional Pupil Performance Measures [Negotiated]
10. Purchase of Special Education Services [Negotiated]
11. Financial Transparency Reporting Schedule [District Policy]
12. Waiver Request [School Submission]
13. District Policy Waivers³⁷ [District Policy]
14. Charter School Transportation Plan [School Submission]
15. Charter School Meals Plan [School Submission]
16. Education Management Provider (“EMP”) Services Agreement [School Submission]
17. Education Management Provider (“EMP”) Agreement Requirements [See Attached Exemplar]

³⁷ Recommended for the District to have a template that can be modified based on individual school requests.

ATTACHMENT 6

Material Terms of the Educational Program

Guidance for Development and Incorporation in Charter Contracts

The mission statement should be a verbatim presentation of your governing board-approved mission statement. The authorizer will use this as the school's official mission statement and may include it in information about the school that is made available to the public, including on the authorizer's website. The authorizer will not evaluate compliance with or performance against the statement; however, authorizer approval is required for revisions to the mission consistent with the terms of the charter contract.

The vision should be a concise statement of what you expect the school to look like for children and families. It should be consistent with the educational program and should provide the foundation for the Material Terms of the educational program. The authorizer will use this as the school's official vision statement and may include it in information about the school that is made available to the public, including on the authorizer's website. The authorizer will not evaluate compliance with or performance against the statement; however, authorizer approval is required for revisions to the vision statement consistent with the terms of the charter contract.

The Material Terms of the educational program identify the characteristics of the educational program that you consider critical to the school's success and for which you are prepared to be held accountable to the authorizer and the public. The authorizer's oversight and evaluation of your school's educational program will focus on successful implementation of these terms. You should identify no fewer than three and no more than five Material Terms.

The Material Terms should be minimum expectations. You need not – and should not – include all of the things that you want the school to be. Rather, you should include a set of minimum programmatic components that will enable the authorizer to validate your program objectively and to communicate about it accurately to the public. The authorizer will use the Material Terms to validate that the program you are offering is fundamentally consistent with what you advertise the school to be.

Review of the Material Terms will be reflected in the Organizational Performance Framework. It will not replace the Commission's ultimate focus on performance standards set out in the Academic Performance Framework. The authorizer's judgments about how successful the program is will continue to focus on achievement of the outcomes set forth in the Academic Framework.

As part of the Organizational Framework, the Material Terms must be measurable. They will be the elements of the educational program for which the authorizer will hold you accountable

and should be verifiable by someone who is experienced in public education but not necessarily expert in the particular program that you are offering. Articulate the terms in a way that indicates the objective evidence that can be used to determine whether you have met the expectation. Avoid general statements about the school culture or learning environment. Instead focus on specific, measurable components that will establish that culture or learning environment.

Note: The Material Terms are different from school-specific measures that you may develop as part of your Academic Performance Framework because they focus on process rather than student outcomes. In other words, the school-specific academic performance measures focus on what students will achieve. By contrast, the Material Terms should capture the essentials of what students will experience. The following examples are intended to serve as guidance.

Material Terms of the Educational Program

EXAMPLE: Excel Community Charter School (No Excuses) 38

Vision: Excel Community Charter School will implement a “no excuses” educational program for middle school students based on core operating principles that include high standards for student conduct, more time devoted to learning, and an unwavering focus on preparing all children to pursue post-secondary education. We recognize that students need more time in the classroom to acquire the academic knowledge and skills that will prepare them for competitive high schools and colleges, as well as more opportunities to engage in diverse extracurricular experiences.

Excel Community Material Terms

The Excel Community philosophy will be reflected in the following observable, verifiable characteristics to which the Commission should hold the school accountable:

Student Conduct: Teachers will implement a uniform and consistent system of formal and informal rewards and consequences for academic performance and behavior.

More Time: Excel will provide an extended school day, week and year to foster both academic achievement and participation in extracurricular activities.

College Preparatory Academics: Every student at Excel will be expected to take at least three years of mathematics, four years of English, three years of laboratory science, and three years of social science.

EXAMPLE: Big Island Montessori Charter School

Vision: Big Island Montessori Charter School subscribes to the principles of education articulated by Maria Montessori as characterized by an emphasis on independence, freedom within limits, and respect for a child’s natural psychological development, as well as technological advancements in society.

Big Island Material Terms

The Big Island Montessori philosophy will be reflected in the following observable, verifiable characteristics to which the Commission should hold the school accountable:

1. Mixed age classrooms
2. Uninterrupted blocks of work time

³⁸ Adapted from materials of the Knowledge is Power Program (KIPP), Democracy Prep and other “no excuses” models.

3. A Constructivist or "discovery" model, where students learn concepts from working with materials in a prepared learning environment, rather than by direct instruction.
4. All lead teachers will have either AMS (American Montessori Society) or AMI (Association Montessori Internationale) certification

EXAMPLE: The New Urban High School of Waipio (Project-based, 21st Century Learning)³⁹

Vision: New Urban High School (NUHS) will help students develop the academic, workplace and citizenship skills needed for the 21st century through implementation of four design principles for preparing children for success in the adult world including personalization, adult world connection, performance-based assessment, and integrated instruction. Responding directly to the needs of students, all four principles connect to the broad mission of preparation for the adult world. Moreover, all four call for structures and practices that schools do not now routinely employ. The design principles permeate every aspect of life at NUHS: the small size of the school, the openness of the facilities, the personalization through advisory, the emphasis on integrated, project-based learning and student exhibitions, the requirement that all students complete internships in the community, and the provision of ample planning time for teacher teams during the work day. We discuss each design principle in turn below.

New Urban High School Material Terms

This NUHS philosophy will be reflected in the following observable, verifiable characteristics to which the Commission should hold the school accountable:

1. Personalization: Each student will have a faculty advisor and an Individualized Learning Plan (ILP) that will guide his or her instructional program.
18. Adult World Connection: All students will engage in adult world connections including substantial internships in the world of work; community service projects; and at least one field study of a professional work environment.
19. Performance-based assessment: all students will develop projects, at least annually, that require them to solve problems and present findings to community panels. In addition, before graduation all students will complete an academic internship, a substantial senior project, and a personal digital portfolio.
20. Integrated instruction: the daily schedule and annual calendar will support team-teaching as well as development and implementation of project-based instruction.

³⁹ Adapted from materials of the High Tech High network of schools.

Material Terms of the Educational Program

development template

Material Term	School Information
School Name:	
Mission: (Not formally evaluated)	[insert current, governing board approved mission statement]
Vision: (Not formally evaluated)	[see educational program guidance and examples]
Material Term #1: (formally evaluated)	[no fewer than three and no more than five; see guidance and examples, below]
Material Term #2: (formally evaluated)	
Material Term #3: (formally evaluated)	
Material Term #4: (formally evaluated)	[if applicable]
Material Term #5: (formally evaluated)	[if applicable]
Geographic Area Served:	
Location:	[list all physical locations (excluding home-based) at which the school provides educational services to children consistent with contract paragraph xx]
Facility:	[Facility type and basic description including whether public or private]
Grades Served:	[as approved by year]
Projected Enrollment:	[projected enrollment table by grade and year; contract should specify enrollment variances that require authorizer notification and/or approval. E.g., enrollment exceeding the projection by more than 10% requires approval]
Maximum Enrollment:	[maximum projected enrollment as currently approved. Note: not applicable for conversion schools; mark this “N/A”]
Virtual or Online Program Provider:	[identify the virtual or online program offered, if applicable; if not applicable, then row may be deleted]
Educational Service Provider:	[if applicable, identify the contracted third-party educational service provider, whether for profit or not for profit and provide a copy of the service agreement for Commission review; if not applicable, then mark “N/A”]

ATTACHMENT 17

Education Management Provider Agreement Requirements

1. SCOPE

- a. The maximum term of an EMP agreement must not exceed the term of the charter.
- b. The School's board and EMP must have independent legal counsel review and advice to represent their interests in reaching a mutually acceptable agreement.
- c. No provision of the EMP agreement shall interfere with the charter board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School. No provision of the EMP agreement shall prohibit the charter board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Colorado Sunshine Law.
- d. An EMP agreement shall not restrict the charter board from waiving its governmental immunity or require a charter board to assert, waive or not waive its governmental immunity.
- e. An EMP may not exercise undue influence or control over the School's governing board either through direct board representation or through control over board membership.

2. FINANCES & FEES

- a. The School shall have the right to terminate the EMP agreement without cause or a financial penalty. The fee provision of the EMP agreement shall be renegotiated on an annual basis and shall not automatically adjust.
- b. No provision of an EMP agreement shall alter the charter board's treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's account.
- c. No provision may unduly infringe on the charter school board's fiduciary duty to independently approve and oversee the charter school's budget.
- d. EMP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter board may pay or reimburse the EMP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the EMP for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for charter board ratification.

- e. The agreement must contain a provision that the governing board for the school retains the exclusive authority and responsibility to select and retain the independent auditor for the school's financial audit.
- f. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing and development of the EMP. Other reimbursable costs of EMP charged to the School, including, but not limited to, overhead, corporate, and travel costs, shall be defined with reference to specific dollar amounts.
- g. EMP agreements shall not contain any liquidated damages or other financial penalties provisions either designed or likely to have the practical effect of preventing a school from terminating the agreement.

3. PROCUREMENT

EMP agreements shall

- a. contain a requirement that the EMP comply with the school's board-approved bidding and procurement policies for procuring equipment, materials, services, and supplies at the request of or on behalf of the School and that the EMP may charge the school only for the actual cost of such equipment, materials, services, and/or supplies purchased from third Parties without adding any fees or charges.
- b. provide that any equipment, materials and supplies that an EMP purchases on behalf of or as the agent of the School shall be and remain the property of the School.
- c. require the EMP to disclose to the School any related entities that have a financial or other business interest in the agreement; to specify the nature of the interest; and to provide any additional information regarding the related entity and the nature of the relationship and the interest that the School's board may reasonably require to fulfill its fiduciary duty and duty of care.

4. FACILITIES

- a. If the EMP is responsible for purchasing, leasing, or otherwise securing the School's facility, EMP agreements shall
 - i. require the EMP to disclose to the School any related entities that have a financial or other business interest in the facilities agreement, including financing provisions; to specify the nature of the interest; and to provide any additional information regarding the related entity and the nature of the relationship and the interest that the School's board may reasonably require to fulfill its fiduciary duty and duty of care.
 - ii. If the School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement

or other facilities financing relationships with the EMP or an EMP-related party, then such agreements must be entered into separately and must not be a part of or incorporated into the EMP agreement.

5. OTHER PROPERTY

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

6. PERSONNEL

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

7. INSURANCE

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

8. RECORDS

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

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

ATTACHMENT XX

FINANCIAL TRANSPARENCY REPORTING CALENDAR

The following calendar is designed to guide School and District compliance with the requirements of the Public School Financial Transparency Reporting Calendar, C.R.S. §§ 22-44-301 *et seq.* and generally accepted standards of fiscal management (C.R.S. § 22-30.5-100(3)(c)).

Proposed budget: on or before [MONTH AND DAY].

Projected enrollment: on or before [MONTH AND DAY].

School budget approved by Charter Board: on or before [MONTH AND DAY].

Annual audit drafts due: on or before [MONTH AND DAY].

Annual audit final copies: on or before [MONTH AND DAY].

End of year trial balance: on or before [MONTH AND DAY].

Monthly detailed financial reports by the 15th of the following month.

Quarterly financial reports in compliance with C.R.S. § 22-45-102(l)(b), by the 15th of the month following the end of the quarter and posted by [MONTH AND DAY].

Year-end financial statements on or before [MONTH AND DAY].