

July 1, 2021 – June 30, 2023

HOPE ONLINE LEARNING ACADEMY CO-OP
Charter School
Contract

*Approved by Douglas County School District's Board of Education
on April 6, 2021*

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**CHARTER SCHOOL CONTRACT
HOPE ONLINE LEARNING ACADEMY CO-OP**

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

RECITALS

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

WHEREAS, on or before September 1, 2020, a renewal application was submitted by School asking the District to renew its charter contract; and

WHEREAS, on January 19, 2021, the District Board of Education ("District Board") adopted a resolution approving the School's charter school renewal for a term of two (2) years (the "Resolution", attached hereto and incorporated by reference herein as **Attachment 1**).

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

SECTION ONE: ESTABLISHMENT OF SCHOOL

1.1 Term; Conditions for School to Request Three-Year Extension.

- A. This Contract is effective as of July 1, 2021, and shall continue through June 30, 2023. Although this Contract renews the operation of the School for an additional period of two (2) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. A School Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal of the application.
- B. If School earns a rating of Meets Criteria on all indicators in the following sections of the DCSD Choice Programming Site Visit Report: Educational Program, Personnel, Safety & Security, School Governance, and Operations after the successful completion of an intensive school audit conducted by DCSD Choice Programming Office no later than May 1, 2022, then the School may request a three-year extension, through June 30, 2026, of the term of its charter and charter contract, which the Board of Education shall consider at a meeting held on or before June 30,

2022. The Board of Education's approval of the School's request shall not be unreasonably withheld.

- C. If School does not earn a rating of Meets Criteria on all indicators in the following sections of the DCSD Choice Programming Site Visit Report: Educational Program, Personnel, Safety & Security, School Governance, and Operations after the successful completion of an intensive school audit conducted by DCSD Choice Programming no later than May 1, 2022, School shall submit a plan for improvement as applicable to any identified deficiency and shall be provided time to make improvement(s), such occurrence shall not in any way prohibit School from submitting an application for renewal prior to September 1, 2022 consistent with the District's typical renewal process applicable to all Charter Schools.

1.2 Charter School Corporate Status.

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

- A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with state, federal and local law.
- B. Corporate Purpose. The purpose of the School as set forth in its Articles of Incorporation will be limited to the operation of a charter school pursuant to the Act.
- C. Charter School Legal Status. The School is incorporated as a Colorado non-profit. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws. The School shall notify the District promptly of any change in its corporate and/or tax exemption status. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 4.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act. The School also is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and is additionally subject to the Sunshine Law and the Open Records Act.
- D. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District and the School in advance of dissolution. The School will execute all necessary documents required to convey such

items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.

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

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to all applicable federal and state laws and regulations, District policies and regulations including the requirements of the Douglas County School District Charter School Procedure Manual attached as **Attachment 13**, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to, the following:
 - i. School records, including but not limited to, student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence criminal background checks have been conducted;
 - v. School operations, including health, safety and occupancy requirements;
 - vi. Inspection of the facility or facilities; and
 - vii. Board minutes, meeting notices, agendas, other records, and communications.

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

The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools,

visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made within ten (10) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, SPF, accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to the Department 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 Section 6.3 of this Contract.
- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable state or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

2.2 School Rights and Responsibilities.

- A. **Expected Performance Ratings.** The School must receive a rating of Improvement or Performance at all levels (middle and high school) in its framework results and shall be subject to revocation in accordance with this Charter Contract and applicable law for failure to attain such results.
- B. **Records.** The School agrees to comply with all federal, state, and District record keeping and reporting requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The School's obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be reported online in accordance with the Financial Transparency Act and any other federal and state laws addressing financial transparency and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.
- C. **Notification Provided to the District.**
- i. **Timely Notice.** The School shall timely notify the District (and other appropriate authorities) in the following situations:
- a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or
 - b) Any complaints filed against the School by any governmental agency including, but not limited to OCR, CCRD, and EEOC.
- ii. **Immediate Notice.** The School shall immediately notify the District of any of the following:
- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;
 - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;

- c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7 and other relevant laws as required.
 - d) Misappropriation of funds;
 - e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
 - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.
- D. Compliance. The School shall comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 4.5. A list of some but not all, of the federal and state laws with which the School must comply are listed in **Attachment 2**. Lack of inclusion in **Attachment 2** does not excuse noncompliance or non-performance by the School.
- E. Satisfaction Surveys. The School shall conduct regular staff, parent, and student satisfaction surveys and shall share de-identified, aggregated results with the School Community and the District's Choice Programming Office.
- F. Strategic Planning. The School shall undergo yearly strategic planning and shall hold yearly strategic planning sessions(s) to update the School's Strategic plan which shall be shared with the District's Choice Programming Office and parents of students enrolled in the School.
- G. Compliance with State Board of Education's Order[s]. The School shall comply with the Pathways Proposal adopted by the State Board of Education's Order Concerning the School's Pathways Proposal and any subsequent orders issued by the State Board of Education and concerning the School.
- H. Reports. The School shall provide to the District in a timely manner any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) calendar days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.H. If any date identified in this Section and its Subsections falls on a Saturday, Sunday or a legal holiday, the report shall be due on the next following business day.

- i. Reports Related to Accreditation. The School shall provide the District the following information: (1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results; and (4) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with the Every Student Succeeds Act ("ESSA"), if required by CDE or the District.
- ii. Reports of Cohort Student Retention Data. The School shall provide the District annual cohort student retention data by learning center to the Choice Programming Office no later than December 31 of each year.
- iii. Reports of Disaggregated Achievement and Growth Data by Learning Center. The School shall provide annual disaggregated achievement and growth data by learning center to the Choice Programming Office no later than June 30 for local achievement and growth data or sixty (60) days after the data is released to HOPE by the District, whichever date is later for each year of this Charter Contract.
- iv. Financial Reports. School shall submit required financial reports and enrollment projections as indicated in the timeline below and as otherwise required by this Contract or applicable law. Required financial reports shall be submitted in a format requested by District and in accordance with C.R.S. §§ 22-44-301 *et. seq.*
 - a) Proposed balanced budget for the following school year on or before April 15 per Section 7.3.
 - b) Projected enrollment for the following school year on or before November 1 (for District planning purposes).
 - c) Projected enrollment for the following school year on or before March 15 per Section 7.4 (for funding purposes).
 - d) Revised budget for the present school year on or before December 15.
 - e) Final revised budget for the current school year on or before May 15.
 - f) Adopted budget for the following school year on or before May 30.
 - g) Quarterly and Year-End financial reporting: In accordance with Section 7.8, School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b), and post required reports pursuant to C.R.S. §§ 22-44-301 *et seq.* Such reports shall be submitted to the District on or before the following dates:
 - a. 1st Quarter by October 31;
 - b. 2nd Quarter by January 31;

- c. 3rd Quarter by April 30; and
- d. 4th Quarter by August 30.

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

- h) Reporting of Audit: Annual audit drafts are due by October 15 and final copies on or before October 31. Audit information includes an audit performed by a Certified Public Accountant, CDE data pipeline file, and CDE Assurances for Financial Accreditation.
- v. School Calendar. The School shall provide the school calendar for the following school year on or before October 1.
- vi. Health and Safety Information. The following information shall be reported, including:
 - a) an updated monthly report of fire and safety drills for the current school year pursuant to the School's Emergency Drills Summary on or before the last day of each month;
 - b) a report of previous year's fire and other safety drills shall be submitted by August 1;
 - c) updated emergency plans, emergency contact information, etc. to be submitted by September 1, and within seven (7) business days of any revisions thereafter..
- vii. Safe School Plan. The School shall comply with the Colorado Safe Schools Act, including C.R.S. § 22-32-109.1 and shall comply with District policy addressing safe schools, including Policy No. ADD, unless otherwise waived, and complete the required information annually by August 31 of each school year. The School shall submit the information to the District's Director of Security and the District's Choice Programming Office. The District will be responsible for communicating the information to local responders.
- viii. Governance Information. The School shall provide the following information to the District's Choice Programming Office before the dates, identified below:
 - a) Charter Board membership (i.e., names/contact info, terms) - August 15;
 - b) Charter Board member conflict of interest disclosures – August 15
 - c) Current Bylaws – within ten (10) business days after any material changes, and
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
- ix. Insurance Certification. The School shall annually provide insurance certification to the District's Choice Programming Office by August 15 for each year of the Contract's term.
- i. 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.

- J. Procedures for Articles of Incorporation and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non-Profit Corporations Act in amending its Articles of Incorporation and Bylaws and shall provide the District with notice of any such material modifications, as defined in Section 3.1 below. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in **Attachment 3**.

- K. District-School Dispute Resolution Procedures.

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

- i. The School and the District agree that the existence and details of a dispute notwithstanding, both Parties shall continue their performance hereunder without delay except for any performance which may be directly affected by such dispute.
- ii. Either party shall notify the other party that a dispute exists between them within 30 (thirty) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and Section of the Agreement that is in dispute and the grounds for the position that such article and Section is in dispute. The matter shall be immediately submitted to the Head of the School and the Superintendent of the School District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- iii. In the event these representatives are unable to resolve the dispute informally, then within thirty (30) days after the date of notification by one to the other of the existence of a dispute, the matter may be submitted to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following the moving party's written request for mediation. If the parties are unable to agree upon a mediator within that time, the Parties shall jointly obtain a list of available mediators from the Judicial Arbitrator Group, Denver, Colorado and have it delivered to the non-moving party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The

remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.

- iv. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the District Board shall be final; provided, however, that the School may appeal to the State Board concerning those matters within the State Board's jurisdiction in accordance with governing law.
- L. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.
- i. Withholding Funds. The District may withhold a portion of the School's monthly payment for failure to comply with the financial reporting requirements set forth in this Contract as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). The District may withhold such funds only until such time as the School complies with the financial reporting requirements. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).
 - ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

- iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from a provider if the School is required to prepare and implement a priority improvement plan or turnaround plan. If the School has an education management provider, the School shall seek technical assistance from a provider other than the School's education management provider.
 - iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.
- M. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in the following process:
- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
 - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the Lead Administrator or his designee shall be given an opportunity to meet with the Superintendent or his designee to discuss the notice within five (5) business days.
 - iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.H (i) through (iv).
- N. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.G, file an appeal with the State Board, or seek other remedies provided by law.
- O. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

SECTION THREE: SCHOOL GOVERNANCE

3.1 Governance.

The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 2.2.F of this Contract. As used herein, a "material modification" shall include a modification that significantly

increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

3.2 Corporate Purpose.

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

3.3 Strategic Planning.

The School shall undergo yearly strategic planning and shall hold yearly strategic planning sessions(s) to update the School's Strategic plan which shall be shared with the District's Choice Programming Office and parents of students enrolled in the School.

3.4 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes, Charter School's School Accountability Committee meeting agendas and minutes, and related documents readily available for public inspection including posting of such information on the School's Website. The School shall also post on its website in a timely manner information about Charter Board members, Charter Board meetings, financial information and audits, relevant School documents, the School's process for resolving public complaints, and other information that may be of interest to students, parents, and community members. The School shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy including a policy to avoid conflicts of interest between the School and any education management provider whose services are retained by the School.

3.5 Complaints.

- A. The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The School shall submit to the District for approval (which approval shall not be unreasonably withheld, conditioned, or delayed) its process for resolving public complaints, including complaints regarding curriculum, which must provide an opportunity to be heard and an appeal process that provides for a final administrative appeal to be heard by the Charter Board. Any material changes to the process shall be submitted to the District for approval prior to implementation, which approval shall not be unreasonably withheld, conditioned, or delayed.
- B. To the extent that the District received a complaint regarding the School, District agrees to notify the School within ten (10) days of receipt by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity. Thereafter, any such complaint shall be addressed consistent with Subsection 3.4.A. above. The District shall be notified of the Resolution of the complaint within thirty (30) business days of resolution by notification to the District's Choice Office.

3.6 Contracting for Educational Services.

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

3.7 Contracting for Operational and Administrative Services.

- A. Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The School will adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

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

3.8 Volunteer Requirements.

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

3.9 Conflict of Interest.

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

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 Operational Powers.

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract and as allowed by the Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and Bylaws consistent with the terms of this Contract.

4.2 Evaluations and Trainings.

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator at least annually.
- B. Employee Evaluations. The Lead Administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with the School's personnel policies.
- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further Charter Board members will satisfactorily complete the online charter school governing board training modules recommended by the Department, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report Compiled by the District.

4.3 Transportation and Food Services.

- A. Transportation. The District and the School acknowledge and agree that transportation is not provided to students attending the School by the District, unless separately arranged by contract with the District. The School shall be responsible for providing transportation services, if any, to students attending the School. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services.
- B. Food Services. HOPE is recognized as its own School Food Authority as defined by Colorado law and as such shall comply with applicable federal and state laws and regulations.

4.4 Insurance.

The School shall purchase insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate, consisting of comprehensive general liability

insurance, errors and omissions liability insurance (school entity liability insurance), and such other insurance as identified below which identifies the minimum coverages for the current school year:

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

Sexual Molestation - \$5,000,000.

Officers, directors and employees errors and omissions - \$2,000,000.

Cyber, internet, security insurance -- \$1,000,000

Property insurance - As required by landlord.

Motor vehicle liability (if appropriate) - \$1,000,000.

Crime coverage: \$100,000.

Bonding (if appropriate):

Minimum amounts: \$25,000.

Maximum amounts: \$100,000.

Workers' compensation - (as required by state law).

The District shall provide at least sixty (60) days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District.

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

- **Endorsement:** These insurance policies shall name the Douglas County School District RE-1, its officers, directors, board of education, and employees as additional insureds and shall provide for written notice to District before cancellation or non-renewal of such insurance.
- **Waiver of Subrogation:** A waiver of subrogation must be included as an attached endorsement for the following policies, as applicable: commercial general liability, automobile, workers' compensation, and sexual abuse or molestation.

All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, sent to the School and the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) calendar days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, to the Colorado Department of Education, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule. The list in effect as of the Effective Date is attached in **Attachment 5**.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.
- iii. Procedures for Non-automatic Waiver Requests. If School complies with the timely provision of the School's rationale in support of waiver request from state laws and regulations, then District Board agrees to jointly request waiver of the state laws and regulations that are listed in **Attachment 6**. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. State Board approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District Policies.

- i. Applicable Waivers Pending District's Comprehensive Policy Review and Update. District and School agree that waivers currently in place, attached at **Attachment 7**, shall be carried over and enforced during the period of time when District undertakes a comprehensive policy

review, should such comprehensive policy review be incomplete as of the date Parties have entered into this agreement. Notice of District board governance and district policy additions and policy revisions to be considered by School for waivers will be provided by District to School indicating that School will be provided with an opportunity to consider the waivers consistent with the process below. After receipt of notice from the District of those board governance and district policy additions and revisions to be considered by School for waivers, School agrees to submit a request for waivers of District policy within sixty (60) calendar days thereafter. Upon receipt of such request, the District shall have sixty (60) 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 sixty (60) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required. The list of waivers of District policy following completion of this process following the District's comprehensive Board review shall be attached to this agreement as **Attachment 8**.

ii. Additional Waivers. To the extent additional waivers are granted or waivers are otherwise amended, they shall be attached to this Contract at **Attachment 8** which shall be amended to reflect the additional waiver and its effective date.

iii. Subsequent Waiver Requests. The School may request additional waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

iv. Waiver Requests After Policy Adoption or Revision by District. To the extent that District adopts a new District policy and/or revises District policy after completion of its comprehensive policy review discussed at Subsection 4.5.B.i. above, notice shall be provided to the Charter School within ten (10) business days after final District Board action. The School may request a waiver to such new policy or revised District policy within thirty (30) calendar days after the date notice was given to the School. The District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for

waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

4.6 Bidding Requirements.

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding, as required by the School's policy, which will comport with best practices for charter schools and state law.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may serve students in grades 6 through 12.

5.2 Student Demographics.

As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who can reasonably access the HOPE Educational Program. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the "at risk" grades 6-12 student population in the community it serves. The Parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 9**.

5.3 Maximum and Minimum Enrollment.

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site.

5.4 Eligibility for Enrollment.

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

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

- A. It is agreed that enrollment preferences and selection methods are left to the discretion of the School so long as School complies with requirements of state and federal law, including allowance for equal educational opportunities. Enrollment preferences, selection method, timeline, and procedures are described in **Attachment 9**.

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

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities

- A. The School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students.
- B. Following receipt of an application for enrollment and, if applicable, success in any lottery or similar process, the School shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1401 *et seq.* (“IDEA”) or an individual with a disability under Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and/or the Americans with Disabilities Act (“ADA”). If so, the School shall obtain a copy of the student’s individualized education program (“IEP”) or Section 504 plan.
- C. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.
- D. After receipt by School of the student’s IEP, the School’s multidisciplinary IEP Team shall review the IEP to determine whether the student can be appropriately served at the School.
 - 1. Consistent with the requirements of the Individuals With Disabilities Education Act (IDEA), the Americans With Disabilities Act (ADA), Section 504 of the Rehabilitation Act (Section 504), and applicable state law and implementing regulations, School agrees that it should be able to serve the student and the student should be enrolled at the School if the student’s placement as identified in the IEP under review is “moderate needs” or comparable.
 - 2. Consistent with the requirements of IDEA, the ADA, Section 504, and applicable state law and implementing regulations, if the student’s placement as identified in the IEP under review is a “center-based” program or a separate school, the student’s attendance at the School is contingent upon the determination by the multidisciplinary IEP team that the student can receive a free appropriate public education in the least restrictive environment at the School.
 - 3. If the determination of the multidisciplinary IEP team is that a free appropriate public education cannot be provided at the School, the student’s attendance shall be denied and the district of residence shall be responsible to place the student in another public school to enable the student to receive a free appropriate public education in the least restrictive environment.

- E. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.
- F. An application for attendance at School may be denied for a student with disabilities in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and in any other Colorado school district or 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 school district. Payment by the School to the school district, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

5.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. Once accepted for enrollment, a student may reenroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement After October 1.

After October 1, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with applicable law and District policy.

5.10 Expulsion and Denial of Admission.

The School agrees that it shall comply with all District policies/regulations concerning student attendance, standards of conduct and discipline, unless and until the School adopts its own written policies in

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

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

5.11 Continuing Enrollment.

Pursuant to Colorado state law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or placement in a different school pursuant to an IEP and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District choice enrollment and transfer procedures.

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Vision.

HOPE's Vision for Students: At HOPE you: **Belong, Believe, Become.**

Belong: When you enter one of HOPE's learning centers, you belong as a member of the HOPE family. As a HOPE student, you will create relationships with community-based mentors, licensed teachers, and your peers that will last a lifetime. In our culture of community, achievement, and growth, we believe everyone belongs.

Believe: As a HOPE student, you'll have access to the tools and resources you need to believe in yourself and your future. You'll gain hands-on learning experiences through field trips and community service

projects, where you can discover your passions and think outside of the box. You'll be surrounded by people who believe in you, too.

Become: Finding the path that's right for you after you graduate from HOPE is what we all work toward. Whether you choose college, career, or apprenticeship, you'll be prepared with the experiences, knowledge, and confidence to become the person you want to be.

6.2 Mission.

HOPE's Mission: HOPE students matter. At HOPE, students achieve more than they ever thought possible. Through a small, community-driven, diverse learning environment, students gain the knowledge and skills to become leaders in their community.

6.3 Goals, Objectives, and Pupil Performance Standards.

The School shall receive a rating of Improvement or Performance at middle and high school levels in its framework results and shall be subject to revocation in accordance with this Charter Contract and applicable law for failure to attain such results.

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

- A. Accreditation. The School shall be accredited in accordance with written District guidelines and state law. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §§ 22-7-101 *et seq.*; the Education Reform Act, C.R.S. §§ 22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §§ 22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §§ 22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.
- B. Identification for Support and Improvement Under ESSA. If the School has been identified or targeted for support and improvement, they must promptly address the areas identified as deficient.
- C. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required to by state or federal law.

Finance, governance, and operations indicators may be incorporated into accreditation indicators in B above. If these indicators are addressed independent of accreditation, the language in Section 2.2.B will need to be modified.

- D. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.
- E. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response and laws governing incidents of school violence under C.R.S. § 24-10-106.3, and any state regulations governing the operation of school facilities.
- F. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined by law, including in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Contract.

6.4 Educational Program Characteristics.

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

- Standards that meet or exceed Colorado Academic Standards
- Community Partnerships
- Parent Engagement
- Multi-tiered System of Support

6.5 GED and On-Line Programs.

The School's educational program as contained in the application and currently operated and as reviewed by the District includes both a GED and an on-line program pursuant to C.R.S. §§ 22-30.7-101 *et seq.*, and the School is accordingly authorized to offer such GED or on-line programs to its students.

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

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

exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

6.7 Tuition and Fees.

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

6.8 English Language Learners

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

6.9 Education of Students with Disabilities.

- A. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.
- B. Consistent with the requirements of IDEA, the ADA, Section 504, and applicable state law and implementing regulations, School shall provide special education services to students eligible for special education services under the Individuals with Disabilities Education Act (IDEA) whose special education placement as identified in the IEP is "moderate needs" or comparable.
- C. Consistent with the requirements of IDEA, the ADA, Section 504, and applicable state law and implementing regulations, if the student's placement as identified in the IEP under review is a "center-based" program or a separate school, the student's attendance at the School is contingent upon the determination by the multidisciplinary IEP team that the student can receive a free appropriate public education in the least restrictive environment at the School.

- D. If the School hires its own special education teacher(s) they will be subject to a review of licensing by District personnel. Therefore, special education services at the School shall be commensurate with those provided at other District schools.
- E. The cost for special education services provided by the District pursuant to this Section is described in the DCSD Purchased Services Agreement, negotiated between the School and District on a yearly basis. In addition to these costs, the School shall be responsible for providing and paying the cost of defense for any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Colorado Department of Education (state complaints), the Department's Federal Complaints Officer, or IDEA due process proceedings and the District shall be available for assistance and consultation. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are general not eligible for transportation services.
- F. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- G. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- H. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- I. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

6.10 Collaboration with District.

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

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

A. Funding.

- i. The District shall provide funding to the School in an amount equal to 100% of the District's Per Pupil Revenue (PPR) as set for an online school such as HOPE and this amount is established from year to year, adjusted in accordance with the State Finance Act or other matters impacting the PPR for each District resident student enrolled in the School. The funding information contained in **Attachment 12** reflects the funding by District to School based on HOPE's uniqueness as an Online School (as defined by C.R.S. 22-30.7-101, *et seq.* and 1 CCR 301-71) serving multi-district students. So long as the School is not in material breach of this Contract, this funding will be made available to the School in twelve (12) monthly installments, commencing July of each fiscal year. Funds shall be disbursed within five (5) business days of being received by the District. If the School fails to open during any school year, those funds paid to the School prior to October 1 shall be refunded by the School to the District. The term "enrolled" as used in this provision shall be deemed to mean enrolled as of the official counting dates or periods and in accordance with the School Finance Act of 1994, found at C.R.S. §§ 22-54-101 *et seq.* and the State Department of Education regulations. If the State Auditor disallows counting of some of the School's students, then its funding for a following school year will be reduced by the same amount.
- ii. In addition to the foregoing provisions, to the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to the School's funding by adjustment or set-off in subsequent months.
- iii. On or before March 15 of each year of the charter, the School and the District will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the District's and the School's budget development and adoption processes. In future fiscal years, it is agreed that the amount of funding provided to the School from the District shall not be less than that required by law or as may be agreed to by the Parties.
- iv. The School will be able to apply for federal and state grant funds under the same conditions as other District schools, including approval by the District's Grant Coordinator
- v. The funding of that portion of the PPR paid by the District to the School shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor reduced by an appropriate proportionate reduction in state equalization support as a result of legislative action, payable in 12 equal monthly payments. This amount shall not be increased or decreased due to any change in monthly enrollment during the year. In the event the District should, for any reason,

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

- vi. The School must provide an address of record, the name of the contact person for fiscal matters and where funds are to be sent at least 30 calendar days in advance of when funds are to be made available.
- vii. The School will make no supplemental budget requests to the District to cover unanticipated expenditures or debts.

B. Bond and Mill Levy Funds.

- i. Bond Issues. Pursuant to C.R.S. § 22-30.5-404, the District shall have the sole determination of whether or not capital construction is includable in a Bond issue for the School.
- ii. Mill Levy. The District shall share mill levy funds with the School in accordance with applicable law and District policy.

7.2 Disbursement of Per Pupil Revenue.

- A. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In December or January funding will be adjusted factoring in the final October one day count and adjusted per pupil funding as determined by the Colorado Department of Education. To the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission, one day count audits or other action, proportionate reductions or increases shall be made to the School's funding.

7.3 Budget.

On or before April 15 each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. § 22-30.5-111.7(1)(a) and C.R.S. § 22-30.5-112(7) and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the reduction and 3) the date when the school will return to a balanced budget. A material violation of this Section may result in the District initiating remedies described in Section 3.2.1.

7.4 Enrollment Projections.

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 5 percent (5%) of the official membership for

the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 8.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School, will establish a TABOR Reserve account and ensure that balances are appropriate, in keeping with Colorado Constitutional requirements and consistent with state and District policies and law.

7.6 Contracting.

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

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

7.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. A draft of the results of the audit shall be provided to the District in written form by October 15 of each year. The School shall pay for the audit. The final audit shall be provided to the District on or before October 31. If, for causes within the School's control, the audit is not provided to the District by October 15 and October 31 of each year as outlined above, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the Parties may agree, to cure such breach. If the failure to provide the audit to the District by October 31 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Any requests for extensions must be approved by the District.

7.8 Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b) in substantially the same format as shown in **Attachment 11**, and as which may be changes from time to time, and post required reports pursuant to C.R.S. §§ 22-44-301 *et seq.* Quarterly reports shall be submitted to the District electronically to the Choice Programming Office.

7.9 Non-Commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. At the time School submits its annual audit, School shall annually certify that assets, funds, liabilities and financial records of the School have been kept separate from assets, funds, liabilities and financial records of any other person, entity, or organization, including any Education management Provider (EMP) with which School has an agreement.

7.10 Loans.

No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without District approval, which approval shall not be unreasonably withheld, conditioned, or delayed. School may not enter into financial relationships with other charter schools who have retained the services of the School's education management provider.

7.11 District Loans.

Schools may not borrow funds from the District without approval from the District Board. TABOR reserves must be maintained throughout the fiscal year. If the School has an unplanned emergency that could result in borrowing, the District Chief Financial Officer should be notified to discuss the financial issue, forecast and revised business plan.

SECTION EIGHT: PERSONNEL

8.1 Employee Status.

All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School.

- A. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and C.R.S. § 22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks.

8.2 Affordable Care Act.

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

8.3 PERA Membership.

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

8.4 Equal Opportunity Employer.

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

8.5 Employee Welfare and Safety.

The School shall comply with all District policies/regulations, and all applicable federal and state laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.* and C.R.S. § 24-10-106.3.

8.6 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, §§ 24-72-201 *et seq.*

8.7 Employee Conduct.

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

SECTION NINE: SERVICE CONTRACTS WITH THE DISTRICT

9.1 Direct Costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-1 12(2)(b.5). Such negotiations shall be concluded by March 30 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate written agreement, such costs are reflected in the applicable DCSD Purchased Services Agreement as amended yearly. A copy of the DCSD Purchased Services Agreement for the 2021-2022 School year is attached as **Attachment 12**. If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the District may withhold an amount equal to the total amount of direct costs incurred in the prior year until such an agreement is reached.

9.2 District Services.

Except as provided by applicable written agreement between the School and the District, or as may be required by law, the School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. The DCSD Charter School Purchased Services Agreement providing for the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such DCSD Charter School Services Agreement shall be finalized by March 30 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.

SECTION TEN: FACILITIES

10.1 Location.

During the term of this Contract, the School's administrative office shall be located at 373 Inverness Parkway, Suite 205, Englewood, CO 80112. The School may move its administrative office only with the written approval of the District, which will not be unreasonably withheld. Any requested change in location shall be consistent with the application and the School's mission. The District acknowledges that the School offers a blended learning model in which students access their online curriculum at Learning Centers hosted by community-based organizations, as described in **Attachment 14** hereto. The School agrees to submit annually to the District a list identifying the name and address of each Learning Center that will be hosting the HOPE Educational Program during that academic year.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 5 business days of closing, refinancing or leasing. The School has or shall comply with C.R.S. § 22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above. If the School leases or owns other property, they will be fully responsible for that property.

10.2 Use of District Facilities.

The School may use District facilities in accordance with District policies KF and KF-R, Community Use of School Facilities.

10.3 Long-Range Facility Needs.

If the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

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

11.1 Renewal Timeline and Process.

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

11.2 Renewal Application Contents.

In addition to contents required by law, the renewal application should include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due.

11.3 Criteria for Renewal or Non-Renewal and Revocation.

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

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

- C. The District shall comply with all guidelines found in C.R.S. § 22-30.5-110 and any other relevant provisions regarding renewal, non-renewal and revocation.

11.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 2.2.I (i). Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 2.2.I) for breach.

11.5 School-Initiated Closure.

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

11.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) reassignment of students to different schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7 Return of Property.

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

or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for-profit organization.

SECTION TWELVE: GENERAL PROVISIONS

12.1 Order of Precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either Party and the Application; applicable policies of the District Board that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the charter contract shall take precedence over the Application.

12.2 Amendments.

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

12.3 Merger.

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

12.4 Non Assignment.

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

12.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision. The Parties agree, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

12.6 No Third-Party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract

shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.7 No Waiver.

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

12.8 Notice.

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

12.9 Severability.

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

12.10 Interpretation.

- A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
- B. Business Days. As used in this Contract "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Colorado are closed.
- C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile or electronically by either of the Parties shall have the same effect as original signatures.
- D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

12.11 Nonreligious, Nonsectarian Status.

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

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


HOPE ONLINE LEARNING ACADEMY CO-OP,

a Colorado non-profit corporation

By: 
President, Board of Directors

Date: 5/17/2021

ATTEST:


Secretary, Board of Directors
Vice President

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DOUGLAS COUNTY SCHOOL DISTRICT RE-1

David Ray

By: _____

Date: April 6, 2021

David Ray
President, Board of Education



Elizabeth Hanson

Elizabeth Hanson
Secretary, Board of Education

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ATTACHMENT 1: DISTRICT BOARD RESOLUTION CONCERNING RENEWAL APPLICATION

See attached Resolution.

**RESOLUTION OF THE BOARD OF EDUCATION
OF
DOUGLAS COUNTY SCHOOL DISTRICT RE-1**
(Regarding the HOPE Online Learning Academy Co-op
Middle and High School Renewal Application)

WHEREAS, in 2008, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the "Act") and the online education programs statutes, C.R.S. §§ 22-30.7-101 to 113, the Board of Education ("Board") of Douglas County School District RE-I (the "District") authorized the HOPE Online Learning Academy Co-op as a multi-district online charter school ("School"); and

WHEREAS, in 2013, the School was split into three related schools for accountability purposes, with the School's high school designated as an Alternative Education Campus with a Performance rating and the School's middle and elementary schools designated as Turnaround; and

WHEREAS, in 2019, the HOPE High School received a rating of AEC Performance, HOPE Middle School received a rating of Improvement and HOPE Elementary School received a rating of Priority Improvement; and

WHEREAS, following public hearings on January 9 and February 13, 2020, held pursuant to the 2018 Procedures for State Board Accountability Actions and C.R.S. § 22-11-210(5.5) (a), the Colorado State Board of Education (the "State Board"), ordered the District Board to revoke the Elementary School's charter effective June 30, 2020, and to reform the Charter Contract accordingly, for the reasons set forth in the State Board Order dated February 27, 2020; and

WHEREAS, on March 10, 2020, the District's Board passed a resolution revoking the School's Charter Contract applicable to authorization of HOPE Online Learning Academy Elementary ("Elementary School") and therefore Elementary School was revoked effective after the end of the 2019-20 school year; and

WHEREAS, subsequent to the Board's revocation of the School's Charter Contract applicable to the Elementary School, the School and the District amended School's Charter Contract with the District such that the Charter Contract terms identified that the School could serve students in grades 6 through 12 only effective July 1, 2020; and

WHEREAS, on or before September 1, 2020, the School submitted to the District an Intent to Renew Contract Form to again renew its charter (the "Renewal Application") in accordance with District Policy LBD and the Douglas County School District Charter School Procedure Manual (the "District Manual"); and

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

WHEREAS, at a public Board meeting held on December 10, 2020 the School presented additional information to the Board regarding the Renewal Application.

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

1. That renewal of the School's charter subject to the conditions set forth in this Resolution is in the best interests of the District, its students, and the community.

2. That the School's charter is hereby renewed for a two (2) year term pending satisfaction of the following conditions, as well as other conditions as may be required by law, and provided that the School has the opportunity to extend the term of its charter for an additional three (3) years, through June 30, 2026, for the reasons outlined in the charter contract.

3. That the Board and the School shall negotiate and execute a mutually acceptable charter contract no later than ninety (90) days after the effective date of this Resolution, unless the parties jointly waive such timeline pursuant to C.R.S. § 22-30.5-106(2). Such contract shall contain the District's standard terms and conditions, including, but not limited to:

- a. a provision addressing School policies, procedures, and partnerships for maintaining school safety in School learning centers, which plan shall comply with applicable law and District policy;
- b. a provision requiring the School to receive a rating of Improvement or Performance at all levels (middle and high school) in its framework results and to be subject to revocation in accordance with the charter contract and applicable law for failing to attain such results;
- c. a provision requiring the School to provide annual disaggregated achievement and growth data by learning center to the Choice Programming Office;
- d. a provision requiring the School to provide annual cohort student retention data by learning center to the Choice Programming Office;
- e. a provision requiring the School to participate in alternative dispute resolution with the District in the event of a dispute between the School and the District;
- f. a provision requiring that if the School earns a rating of Meets Criteria on all indicators in the following sections of the DCSD Choice Programming Site Visit Report: Educational Program, Personnel, Safety & Security, School Governance, and Operations after the successful completion of an intensive school audit

conducted by DCSD Choice Programming Office no later than May 1, 2022, then the School may request a three-year extension, through June 30, 2026, of the term of its charter and charter contract, which the Board of Education shall consider at a meeting held on or before June 30, 2022. The Board of Education's approval of the School's request shall not be unreasonably withheld; and

- g. a provision requiring that if the School does not earn a rating of Meets Criteria on all indicators in the following sections of the DCSD Choice Programming Site Visit Report: Educational Program, Personnel, Safety & Security, School Governance, and Operations after the successful completion of an intensive school audit conducted by DCSD Choice Programming no later than May 1, 2022, School shall submit a plan for improvement as applicable to any identified deficiency and shall be provided time to make improvement(s), such occurrence shall not in any way prohibit School from submitting an application for renewal prior to September 1, 2022 consistent with the District's typical renewal process applicable to all Charter Schools; and

The Board's action herein does not constitute approval or acceptance by the Board of any separate element or provision of the Renewal Application pending approval of a mutually acceptable contract.

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

Adopted this 19th day of January, 2021 by a vote of 6-0.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

David Ray

By: _____

David Ray, President
Board of Education

Attest:

Elizabeth Hanson

Elizabeth Hanson, Secretary
Board of Education

ATTACHMENT 2: SELECTED LAWS APPLICABLE TO CHARTER SCHOOLS

Governance, Records, and Charter Schools

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

Safety and Discipline

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

Educational Accountability

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

Curriculum, Instruction, and Extra-Curricular Activities

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

27. Concurrent Enrollment Programs Act: C.R.S. §§ 22-35-101 *et seq.*

Exceptional Students

28. Discipline of students with disabilities: 20 U.S.C. § 1415(k), 34 C.F.R. § 519-529

29. Exceptional Children's Educational Act: C.R.S. §§ 22-20-101 *et seq.*

30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. § 794

31. Americans with Disabilities Act: 42 U.S.C. § 12101

32. Individuals with Disabilities Educational Act: 42 U.S.C. §§ 1401 *et seq.*

33. English Language Proficiency Act: C.R.S. §§ 22-24-101 *et seq.*

Finance

34. School Funding Formula: C.R.S. § 22-54-104(3)

35. Funded pupil enrollment: C.R.S. § 22-54-103(10)

36. Tuition: C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2), C.R.S. § 22-54-109

37. Fees: C.R.S. § 22-32-110(1)(o) and (p), C.R.S. § 22-32-117

38. Allocation of funds to a capital reserve fund: C.R.S. § 22-54-105(2)(b)

39. Expenditures from a capital reserve fund: C.R.S. § 22-45-103, C.R.S. § 24-10-115, Article 13 of title 29

40. Allocation of funds for instructional supplies and materials: C.R.S. § 22-54-105(l)

41. Allocation of funds for at-risk students: C.R.S. § 22-54-105

42. Colorado Department of Education Financial Policies and Procedures

43. Excess tuition charges for out-of-District special education students: C.R.S. § 22-20-109(5)

44. Participation in PERA : C.R.S. § 22-30.5-512 and C.R.S. § 22-30.5-111(3)

45. Financial Transparency Act: C.R.S. §§ 22-44-301 *et seq.*

ATTACHMENT 3: CONFLICT OF INTEREST FORM

See attached.

DCSD Charter Board Conflict of Interest Form

Note: The purpose of this document is to provide disclosure of any potential conflicts of interest by charter school board members. The Charter School Board operated according to its own Bylaws and applicable law in regard to conflicts of interest. However, this form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be uploaded into the School's online file cabinet maintained by the district.

Background

1. Board member name: _____
2. I affirm that I am at least 18 years of age by the date of appointment to the School Board.
____ Yes, I affirm.
3. Indicate whether you have ever been convicted or pled "no contest" of one or more of the following: a. A misdemeanor related to honesty or trustworthiness, or b. A felony.
____ No ____ Yes. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in an attachment.
4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. Attorney General or the Attorney General of any state, a U.S. or District Attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member for a for-profit or non-profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
____ No ____ Yes

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family meets either of the following conditions:
 - a. is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity.
 - b. any entity in which one of the above-identified individuals has an interest in going business or plans to do business with the School. If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the School in an attachment. Note: in accordance with C.R.S. §7-128-501 (5), an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary.____ Not applicable ____ Yes
2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with a contractor who is conducting business with the School. If so, please indicate the precise nature of the relationship with the contractor and the business that is being or will be conducted.
____ Not applicable ____ Yes

3. Indicate any potential ethical or legal conflicts of interest that might exist for you as a member of the School Board or another School or non-profit board. Note: being a parent of a School student, serving on another charter School's board or being employed by the School may present potential conflicts for certain issues.

None Yes

Please specify Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member has a personal or professional relationship with any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

Not applicable Yes

Conflicts for Schools Contracting with an Educational Service Provider

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

Not applicable Yes

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

Not applicable Yes

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

I affirm

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

Signature

Date

ATTACHMENT 4: REQUIREMENTS FOR A SCHOOL MANAGEMENT CONSULTANT

EDUCATION MANAGEMENT PROVIDER (EMP) AGREEMENT REQUIREMENTS

1. The maximum term of an EMP agreement must not exceed the term of the charter. The School shall have the right to terminate the EMP agreement without cause or a financial penalty. The fee provision of the EMP agreement shall be renegotiated on an annual basis and shall not automatically adjust.
2. EMP agreements must be negotiated at 'arms-length.' The School's board and EMP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the EMP agreement shall interfere with the charter board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School. No provision of the EMP agreement shall prohibit the charter board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Colorado Sunshine Law.
4. An EMP agreement shall not restrict the charter board from waiving its governmental immunity or require a charter board to assert, waive or not waive its governmental immunity.
5. No provision of an EMP agreement shall alter the charter board's treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's account.
6. EMP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter board may pay or reimburse the EMP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the EMP for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for charter board ratification.
7. EMP agreements shall provide that the financial, educational and student records pertaining to the School are School property and that such records are subject to the provisions of the Colorado Open Records Act. All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under the charter contract and applicable law, no EMP agreement shall restrict the District's access to the School's records.
8. EMP agreements must contain a provision that all finance and other records of the EMP related to the School will be made available to the School's independent auditor.
9. The EMP agreement must not permit the EMP to select and retain the independent auditor for the School.
10. If an EMP purchases equipment, materials and supplies on behalf of or as the agent of the School, the EMP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the School.
11. EMP agreements shall contain a provision that if the EMP procures equipment, materials and supplies at the request of or on behalf of the School, the EMP shall comply with competitive bidding processes and

shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

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

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

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

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

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

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

ATTACHMENT 5: AUTOMATIC WAIVERS OF STATE LAWS

Automatic Waiver List as of 1/1/15	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(b)	Local board duties concerning competitive bidding
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(n)(II)(A)	Determine teacher-pupil contact hours
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(y)	Local board powers-Accepting gifts, donations, and grants
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

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

See attached.



COLORADO
 Department of Education
 Innovation, Choice and
 Engagement Division

Charter School Request for Additional Waivers of State Law

This addendum lists the non-automatic waivers from statute and rule and the related replacement plans that the charter school is requesting.

Contact Information
School Name: HOPE Online Learning Academy Co-Op (“HOPE”)
School Address (mailing): 373 Inverness Drive, Suite 205 Englewood, CO 80112
Charter School Waiver Contact Name: Heather O’Mara
Charter School Waiver Contact’s Phone Number: 720-402-3000
Charter School Waiver Contact’s Email: heather.omara@hopeonline.org

Summary of Non-Automatic Waivers Requested	
Statutory Citation	Description
22-2-112 (1) (q) (I), C.R.S. 22-9-106, C.R.S.	Commissioner Duties: Higher Education educator preparation programs Local boards of Education – Duties – Performance Evaluation System – Compliance - Rules
22-32-109 (1) (b), C.R.S 22-32-110 (y), C.R.S	Board of Education- Local Board Duties Concerning Competitive Bidding Boards of Education- Local Board Powers-Accepting Gifts, Donations, and Grants
22-32-109(1)(n)(I), C.R.S. 22-32-109(1)(n)(II)(A), C.R.S. 22-32-109(1)(n)(II)(B), C.R.S.	Board of Education – Specific Duties: Adoption of district calendar and Teacher Pupil Contact Hours
22-63-201, C.R.S.	Employment Certificate Required

22-63-202, C.R.S.	Employment Contracts – Contracts to be in Writing – Duration
22-63-203, C.R.S.	Probationary Teachers – Renewal and Nonrenewal of Employment
22-63-203.5, C.R.S.	Contract Non-probationary Portability
22-63-206, C.R.S.	Transfer - Compensation

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
<i>C.R.S. §22-2-112(1)(q)(l) Commissioner Duties: Higher Education educator preparation programs</i>	
<i>C.R.S. §22-9-106 Local Board of Education, Duties, Performance Evaluation System</i>	
<p>Rationale: HOPE uses its own evaluation system for all personnel. The evaluation process and resulting outcomes do not align with school district or state systems. HOPE uses its evaluation to inform professional development decisions for each individual. The charter school leader must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have Principal Licensure, this should not preclude him or her from administering the evaluations under the direction of the school leader. The HOPE Governing Board must also have the ability to perform the evaluation for the school leader or designated head of school. Additionally, the charter school should not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(l).</p>	
<p>Replacement Plan: HOPE uses its own evaluation system as agreed to in the Charter School Agreement with its authorizer and therefore should not be required to report their teacher evaluation data. The HOPE CEO and/or his/her designee(s) will conduct performance evaluations. The HOPE Governing Board, exclusively, will conduct performance evaluations related to the position of CEO. The charter school’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the school’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. HOPE will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings data will be reviewed by the school and used to inform hiring practices and professional development decisions. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute..</p>	
<p>Duration of Waivers: We request the waiver be in effect for the duration of our contract with Douglas County RE-1.</p>	
<p>Financial Impact: HOPE anticipates that the requested waiver will have no financial impact on Douglas RE-1 or HOPE.</p>	

How the Impact of the Waivers Will Be Evaluated: Staff performance has a critical impact on the performance of the entire school and the impact of this waiver will be measured by the same performance criteria and assessments that apply to HOPE, as set forth in its Charter School Agreement.

Expected Outcome: With this waiver, HOPE will be able to implement its program and evaluate its staff in accordance with its performance management system. This will benefit employees as well as students.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. §22-32-109 (1) (b) Boards of Education- Local Board Duties Concerning Competitive Bidding

C.R.S. §22-32-110 (y) Boards of Education- Local Board Powers-Accepting Gifts, Donations, and Grants

Rationale: In order to manage its own budget and finances, HOPE must be granted the authority to develop its own financial policies and practices. HOPE, rather than Douglas County School District, is in the best position to know what goods and services are needed and which vendors and providers may be available.

Replacement Plan: The Governing Board of HOPE will adopt a policy concerning competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. HOPE will ensure the process is open, transparent, and in compliance with all applicable rules and regulations. Additionally, the board will adopt a policy for accepting gifts, grants and donations.

Duration of Waivers: We request the waiver be in effect for the duration of our contract with Douglas County RE-1.

Financial Impact: HOPE anticipates that the requested waiver will have no financial impact on Douglas RE-1 or HOPE.

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

Expected Outcome: As a result of this waiver, HOPE will be able to carry out its educational program, manage its own financial affairs in an efficient manner, and accomplish its mission as set forth in its Charter School Agreement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar
C.R.S. §22-32-109 (1)(n)(II)(A), C.R.S: Determine Teacher Pupil Contact Hours
C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

Rationale: HOPE will prescribe the actual details of its own school calendar and daily schedule to best meet the needs of its students while meeting or exceeding the State’s minimum number of teacher-pupil instruction and teacher-pupil contact hours and/or days. HOPE will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school’s daily schedule will be designed by the HOPE Governing Board and will meet or exceed the expectations in state statute. Prior to the conclusion of a school year, a copy of the next school year calendar will be provided to the parents/guardians of all students enrolled at HOPE. Any changes in the calendar, excluding changes resulting from emergency closings or other unforeseen circumstances, will be provided to parents with adequate and timely notice.

Duration of Waivers: We request the waiver be in effect for the duration of our contract with Douglas County RE-1.

Financial Impact: HOPE anticipates that the requested waiver will have no financial impact on Douglas RE-1 or HOPE.

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

Expected Outcome: As a result of this waiver, HOPE will be able to implement a calendar and daily schedule that allows it to achieve its objectives in student achievement and student/staff growth.

Non-Automatic Waivers: Statute Description and Rationale and Replacement

C.R.S. §22-63-201 Employment Certificate Required

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

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

Duration of Waivers: We request the waiver be in effect for the duration of our contract with Douglas County RE-1.

Financial Impact: HOPE anticipates that the requested waiver will have no financial impact upon the Douglas RE-1 or the HOPE budget.

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

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

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. §22-63-202 Teacher Employment, Compensation and Dismissal Act-Contracts in writing, damage provision

C.R.S. §22-63-203 Teacher Employment, Compensation and Dismissal Act,

C.R.S. §22-63-203.5 Probationary Teachers-Renewal and non-renewal of employment contract

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

Rationale: HOPE should be granted the authority to develop its own employment offer letters and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. HOPE is granted the authority under the Charter School Agreement to select its own teachers. HOPE teachers are employed directly by HOPE, not Douglas County RE-1. As such, the authorizer should not have the authority to transfer its teachers into the charter school or transfer teachers from the charter school to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: Offer letters are submitted to staff at the time of their employment. HOPE has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. The school will hire teachers on a best qualified basis. HOPE will not participate in the district's transfer policies and procedures; however, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

Duration of Waivers: We request the waiver be in effect for the duration of our contract with Douglas County RE-1.

Financial Impact: HOPE anticipates that the requested waiver will have no financial impact on Douglas RE-1 or HOPE.

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

Expected Outcome: As a result of this waiver, HOPE will be able to hire employees on an at-will basis and to determine if individuals are eligible for retention or re-hire in future years.

ATTACHMENT 7: WAIVERS IN PLACE FOR 2020-2021 SCHOOL YEAR

See attached.

HOPE

ONLINE LEARNING ACADEMY

District Policy	Title	Rationale
ADC	Tobacco Free Schools	HOPE will develop its own policy.
ADF, ADF-R	Student Wellness	HOPE will develop its own policy.
BE/BEA/BEB	School Board Meetings/Regular Meetings/Special Meetings	HOPE has its own set of Bylaws.
BGB	Policy Adoption	HOPE has its own set of policies that are specific to running a blended online charter school.
CFA-R	Department Chairpersons	HOPE, as a blended online charter school, has its own instructional team.
DB, DBG	Annual Budget/ Budget Adoption Procedures	HOPE has its own budget processes. Timelines for submission of preliminary/draft and adopted budgets will be dictated by DCSD, as set forth in the data submission timeline.
DFA/DFAA	Revenues from Investments/Use of Surplus Funds	The HOPE Board has authority over the deposit and investment of school/public funds and abides by Colorado statutes governing such investment.

DFB	Reserving Policy for Douglas County School District Medical Self Insurance Fund	HOPE has its own medical insurance policy for its employees.
DJ/DJA	Purchasing	HOPE has its own process for authorizing purchases.
DJ-R	Purchasing Products	HOPE has its own procedures for purchasing.
DJC	Petty Cash	HOPE has its own procedures relating to petty cash.
DJE, DJE-R	Bidding Procedures	HOPE has its own procedures for competitive bidding.
DJG/DJGA	Vendor Relations, Sales Calls and Demonstrations	HOPE has its own purchasing policies.
DK	Payment Procedures	HOPE has its own payment procedures.
DKA	Payroll Procedures/Schedules	HOPE has its own payroll procedures.
DKC, DKC-R	Expense Authorization/Reimbursement	HOPE has its own procedures for expense authorization and reimbursement.
EBAB, EBAB-R	Hazardous Materials	HOPE will develop its own policy.
EBCB, EBCB-R	Fire Drills	HOPE has its own policy.
EBCE, EBCE-R	School Closings and Cancellations	As a multi-district blended online charter school, HOPE has its own policies for school closings and cancellations.
EDB	Maintenance and Control of Materials and Equipment	HOPE will develop its own policy.

EAAA, EEAC, EEAC-R, EEAE, EEAEA, EEAEAA, EEAEAA-R, EEAEAB, EEAF, EEAFB, EEAFB-R	School Bus Scheduling and Routing; School Bus Safety Program; Bus Driver Requirements, Training, Responsibilities; Controlled Substance and Alcohol Testing; Special Use of Buses; Use of Buses by Community Groups	HOPE will not provide transportation services for students.
EEAG	Student Transportation in Private Vehicles	HOPE has its own policy.
EF, EFC	Food Services/Free and Reduced-Price Food Services	HOPE will provide food services to students consistent with the terms of the Contract and applicable law, with oversight from DCSD.
EI	Insurance Management	HOPE has its own policy and, per the Contract, is responsible for its own insurance.
FBC-R	Facility Capacity Standards	The HOPE Board and/or Administration retain authority to determine HOPE's capacity.
FEG, FEH	Construction Contracts, Bidding and Awards/Supervision of Construction	The HOPE Board and/or Administration retain authority regarding any contract/bidding/awards necessary for construction inside or outside a HOPE facility as well as the supervision of same.
FF, FF-R	Naming New Facilities and Areas of Facilities	HOPE will develop its own policy.

GBJ	Personnel Records	HOPE retains the responsibility of developing and maintaining a comprehensive and efficient system of maintaining and retaining personnel records. HOPE will comply with all public records and privacy act requirements.
H (ALL SECTIONS)	Negotiations	HOPE is not a party to these negotiations. The HOPE Board has delegated responsibility for hiring, discipline and termination of all HOPE employees to the HOPE administrator. HOPE employees have no contractual bargaining rights with HOPE and are employed on an "at will" basis.
IGA, IGA-E, IGA-R	Curriculum Development and Adoption; District Course Proposal Form	HOPE has developed, adopted and will continue to review its own curriculum in accordance with its mission, vision and goals.
IJ, IJ-R, IJA-E	Textbook and Instructional Resources and Materials Selection	HOPE has and will continue to select and adopt instructional material, supplementary material, library resources and technology resources to support the curriculum.
IJOA	Field trips	HOPE has its own field trip policy.
IKAB, IKAB-R-1, IKAB-R-2	Student Progress Reports	HOPE provides student progress reports to parents according to its own procedures.
IKE	Promotion and Retention of Students	HOPE has its own procedures for student promotion and retention.

IKF - ALL SECTIONS	Diploma and Graduation Requirements	HOPE will be open to students according to HOPE enrollment policies. HOPE has its own graduation requirements.
IMBB, IMBB-R	Exemptions from Required Instruction	HOPE has its own graduation requirements.
IMDB	Flag Displays	HOPE will develop its own policy.
JC - ALL SECTIONS	School Attendance Areas	HOPE has its own curriculum and graduation requirements.
JH	Student Attendance	HOPE has its own policy.
JICG	Smoking and Other Uses of Tobacco by Students	HOPE has its own policy.
JLCD, JLCDA, JLCDA-E-1, E-2, E-3	Administering Medications to Students	HOPE has its own policy.
JQ, JQ-E, JQ-R	Student Fees	HOPE has its own process for student fees.
JICA	Student Dress Code	HOPE has its own uniform and dress code policy.
JICEA	School Sponsored Student Publications	HOPE will have its own policy.
JIHA	Portable Electronic Devices	HOPE will have its own policy.
KE	Public/Parent Concerns and Complaints	HOPE has its own policies to resolve concerns, complaints and grievances.
KEC, KEC-E, KEC-R	Public Concerns/Complaints about Instructional Resources	HOPE has its own board policy to resolve concerns, complaints and grievances.
KF, KF-E, KF-R-1	Community Use of School Facilities	HOPE will have its own policy regarding the use of facilities.
KHB, KHB-R	Advertising in the School District and Revenue Enhancement	HOPE will have its own policy regarding advertising.

KHC, KHC-E, KHC-R	Distribution of Non-District Related Materials	HOPE will develop its own policy.
KI, KI-R	Visitors to the Schools/ Visitors and Volunteers in the Schools Regulations	HOPE has its own policy.

The District and HOPE acknowledge and understand that HOPE is a blended online charter school and that its educational program is designed to serve a distinct population. The District and HOPE agree to review and apply non-waived District policies in light of HOPE's mission, vision and goals.

ATTACHMENT 8:

**WAIVERS OF DISTRICT POLICIES FOLLOWING COMPLETION OF DISTRICT'S POLICY UPDATE
NOTED IN SECTION 4.5.b.I and II of THE CHARTER CONTRACT**

ATTACHMENT 9: SCHOOL'S ENROLLMENT PROCEDURES

See attached.

HOPE Online Learning Academy Co-op Admissions Process

The following steps are necessary for enrolling a student into HOPE Online Learning Academy:

1. A parent (or student if 18 or older) makes an appointment at a Learning Center (LC) to come in and tour the LC, meet the staff, see the LC in operation (if during the school year) and fill out the online application if interested. Necessary documents to complete an application for a new student include a Birth Certificate, current Immunization Record, Transcript (if enrolling for grades 10-12), and a Proof of Residency form (included on the application). Appropriate guardianship papers need to be attached if the applicant is not living with a birth parent.

A student that is re-enrolling does not need any supporting documentation in order to be re-enrolled, only a check of the Re-enroll Application Review spreadsheet to make sure neither SS or SPED wants further review before accepting for another year.

2. The Admissions Team at HOPE reviews the application following established procedures and either accepts the application or places it into the appropriate bucket for further review. The buckets include:
 - a. Moderate Needs department if there is a previous IEP. The Moderate Needs department will review the IEP in order to ensure we can accommodate the terms with our itinerant staff, A parental meeting is always conducted prior to a final determination.
 - b. Student Services department if there is an open suspension/expulsion or truancy. The Student Services department will contact the previous school to ensure any terms of an open suspension/expulsion or truancy case have been satisfied prior to making a final determination.
 - c. Documentation Review bucket is used to hold any application that does not include the necessary documents for enrollment in a Colorado public school.
3. Once the application has been accepted by all necessary parties, a letter is sent to the home address of the student congratulating them on their acceptance to HOPE and giving them contact information for their chosen Learning Center.
4. At set intervals during the summer months, letters are sent to the following groups:
 - those who have applied and been accepted to HOPE
 - those who have applied but the application is placed in one of the buckets
 - those who were students last year but have not made application for the upcoming year
5. Applications will continue to be taken until one week prior to the annual October Count Day. At this point no new applications may be submitted in order to allow the Admissions Team appropriate time to fully process all received applications,
6. Approximately one week following the close of the Count Window, HOPE Online will open the Replacement Window. Any counted student that withdraws for which HOPE receives a Confirmation of Enrollment from the new school is replaceable. The LC is allowed to take applications from new students to fill the seat vacated by the withdrawn student. This Replacement Window will stay open until January

15, at which time any additional new students are considered on a case-by-case basis, and may be admitted as unfunded students for the Learning Center.

ATTACHMENT 10: OPEN ENROLLMENT TIMELINES

Open Enrollment Timeline*

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

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

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

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

ATTACHMENT 11: FINANCIAL REPORTING TEMPLATES

See attached.

DCSD Charter School Financial Reporting Template

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

School Name (use drop down)

School Name

REPORT

Quarterly Financials Inputs

- Prior Year
- Current Year
- For the Period Ending September 30
- For the Period Ending December 31
- For the Period Ending March 31
- For the Period Ending June 30

YEAR TO INCLUDE

DUE DATE

FY 2019-2020
 FY 2020-2021
 2020
 2020
 2021
 2021

10/31/2020
 1/31/2021
 4/30/2021
 8/30/2021

Budget Approvals Inputs - Proposed and Adopted

- Audited Actual
- Revised Budget
- Estimated Actual
- Adopted Budget or Proposed Budget
- Projected Budget 1
- Projected Budget 2

2019-2020
 2020-2021
 2020-2021
 2021-2022
 2022-2023
 2023-2024

Proposed	Adopted
4/15/2021	5/30/2021

Budget Approvals Inputs - Revised and Final Revised

- Audited Actual
- Adopted Budget
- Revised Budget or Final Revised Budget
- Estimated Actual
- Projected Budget

2019-2020
 2020-2021
 2020-2021
 2020-2021
 2021-2022

Revised	Final revised
12/15/2020	5/15/2021

Notes: FY Budget - Fiscal Year Budget

**Schedule of Income and Expenditures - Budget to Actual - 1st Quarter
For the Period Ended September 30, 2020**

	Current Year FY 2020-2021			Projected Year End FY 2020-2021		Prior Year FY 2019-2020	
	FY Budget	Q1 YTD Actual	% to Budget	Year End Projection	% to Budget	FY Budget	Q1 YTD Actual
Revenue:							
5700 Per Pupil Revenue	\$ -	-	0.00%	-	0.00%	\$ -	-
1110 Mill Levy/Override	-	-	0.00%	-	0.00%	-	-
1300 Tuition	-	-	0.00%	-	0.00%	-	-
1400 Transportation Fees	-	-	0.00%	-	0.00%	-	-
1500 Earnings on Investments	-	-	0.00%	-	0.00%	-	-
1600 Food Services	-	-	0.00%	-	0.00%	-	-
1700 Pupil Activities	-	-	0.00%	-	0.00%	-	-
1800 Community Service Activities	-	-	0.00%	-	0.00%	-	-
1900 Other Local Revenue	-	-	0.00%	-	0.00%	-	-
1910 Rental/Lease	-	-	0.00%	-	0.00%	-	-
1920 Contributions/Donations	-	-	0.00%	-	0.00%	-	-
1990 Miscellaneous Revenue	-	-	0.00%	-	0.00%	-	-
3000 Categorical Revenue	-	-	0.00%	-	0.00%	-	-
3954 Other State Revenue	-	-	0.00%	-	0.00%	-	-
4000 Grants Federal	-	-	0.00%	-	0.00%	-	-
5200 Fund Transfer	-	-	0.00%	-	0.00%	-	-
5900 Other Sources	-	-	0.00%	-	0.00%	-	-
Cap Reserve Bond Revenue	-	-	0.00%	-	0.00%	-	-
Grants Local	-	-	0.00%	-	0.00%	-	-
Total Revenue	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -
Expenditures:							
0100 Salaries	\$ -	-	0.00%	-	0.00%	\$ -	-
0200 Benefits	-	-	0.00%	-	0.00%	-	-
0300 Purchased Professional and Technical Services	-	-	0.00%	-	0.00%	-	-
0400 Purchased Property Services	-	-	0.00%	-	0.00%	-	-

0500	Other Purchased Services	-		0.00%		0.00%		-
0600	Supplies	-		0.00%		0.00%		-
0700	Property	-		0.00%		0.00%		-
0800	Other Expenses	-		0.00%		0.00%		-
0900	Other Uses of Funds	-		0.00%		0.00%		-
0910	Redemption of Principal	-		0.00%		0.00%		-
0913	Principal on Leases	-		0.00%		0.00%		-
	Grant Expense	-		0.00%		0.00%		-
	Cap Reserve Expense	-		0.00%		0.00%		-
	Total Expenditures	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -

School Name
Schedule of Income and Expenditures - Budget to Actual - 2nd Quarter
For the Period Ended December 31, 2020

	Current Year FY 2020-2021			Projected Year End FY 2020-2021		Prior Year FY 2019-2020	
	FY Budget	Q2 YTD Actual	% to Budget	Year End Projection	% to Budget	FY Budget	Q2 YTD Actual
Revenue:							
5700	Per Pupil Revenue		0.00%		0.00%	\$	-
1110	Mill Levy/Override		0.00%		0.00%		-
1300	Tuition		0.00%		0.00%		-
1400	Transportation Fees		0.00%		0.00%		-
1500	Earnings on Investments		0.00%		0.00%		-
1600	Food Services		0.00%		0.00%		-
1700	Pupil Activities		0.00%		0.00%		-
1800	Community Service Activities		0.00%		0.00%		-
1900	Other Local Revenue		0.00%		0.00%		-
1910	Rental/Lease		0.00%		0.00%		-
1920	Contributions/Donations		0.00%		0.00%		-
1990	Miscellaneous Revenue		0.00%		0.00%		-
3000	Categorical Revenue		0.00%		0.00%		-
3954	Other State Revenue		0.00%		0.00%		-
4000	Grants Federal		0.00%		0.00%		-
5200	Fund Transfer		0.00%		0.00%		-
5900	Other Sources		0.00%		0.00%		-
	Cap Reserve Bond Revenue		0.00%		0.00%		-
	Grants Local		0.00%		0.00%		-
	Total Revenue	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -
Expenditures:							
0100	Salaries		0.00%		0.00%	\$	-
0200	Benefits		0.00%		0.00%		-
0300	Purchased Professional and Technical Services		0.00%		0.00%		-

0400	Purchased Property Services				0.00%		0.00%		-	
0500	Other Purchased Services				0.00%		0.00%		-	
0600	Supplies				0.00%		0.00%		-	
0700	Property				0.00%		0.00%		-	
0800	Other Expenses				0.00%		0.00%		-	
0900	Other Uses of Funds				0.00%		0.00%		-	
0910	Redemption of Principal				0.00%		0.00%		-	
0913	Principal on Leases				0.00%		0.00%		-	
	Grant Expense				0.00%		0.00%		-	
	Cap Reserve Expense				0.00%		0.00%		-	
	Total Expenditures	\$	-	\$	-	0.00%	\$	-	\$	-

School Name
Schedule of Income and Expenditures - Budget to Actual - 3rd Quarter
For the Period Ended March 31, 2021

	Current Year FY 2020-2021			Projected Year End FY 2020-2021		Prior Year FY 2019-2020		
	FY Budget	Q3 YTD Actual	% to Budget	Year End Projection	% to Budget	FY Budget	Q3 YTD Actual	% to Budget
Revenue:								
Per Pupil Revenue			0.00%		0.00%	\$ -		
Mill Levy/Override			0.00%		0.00%	-		
Tuition			0.00%		0.00%	-		
Transportation Fees			0.00%		0.00%	-		
Earnings on Investments			0.00%		0.00%	-		
Food Services			0.00%		0.00%	-		
Pupil Activities			0.00%		0.00%	-		
Community Service Activities			0.00%		0.00%	-		
Other Local Revenue			0.00%		0.00%	-		
Rental/Lease			0.00%		0.00%	-		
Contributions/Donations			0.00%		0.00%	-		
Miscellaneous Revenue			0.00%		0.00%	-		
Categorical Revenue			0.00%		0.00%	-		
Other State Revenue			0.00%		0.00%	-		
Grants Federal			0.00%		0.00%	-		
Fund Transfer			0.00%		0.00%	-		
Other Sources			0.00%		0.00%	-		
Cap Reserve Bond Revenue			0.00%		0.00%	-		
Grants Local			0.00%		0.00%	-		
Total Revenue	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	
Expenditures:								
Salaries			0.00%		0.00%	\$ -		
Benefits			0.00%		0.00%	-		
Purchased Professional and Technical Services			0.00%		0.00%	-		

Purchased Property Services				0.00%			0.00%		-
Other Purchased Services				0.00%			0.00%		-
Supplies				0.00%			0.00%		-
Property				0.00%			0.00%		-
Other Expenses				0.00%			0.00%		-
Other Uses of Funds				0.00%			0.00%		-
Redemption of Principal				0.00%			0.00%		-
Principal on Leases				0.00%			0.00%		-
Grant Expense				0.00%			0.00%		-
Cap Reserve Expense				0.00%			0.00%		-
Total Expenditures	\$	-	\$	-	0.00%	\$	-	\$	-

**Schedule of Income and Expenditures - Budget to Actual - 4th Quarter
For the Period Ended June 30, 2021**

	Current Year FY 2020-2021			Projected Year End FY 2020-2021		Prior Year FY 2019-2020		
	FY Budget	Q4 YTD Actual	% to Budget	Year End Projection	% to Budget	FY Budget	Q4 YTD Actual	% to Budget
Revenue:								
Per Pupil Revenue			0.00%		0.00%	\$ -		
Mill Levy/Override			0.00%		0.00%	-		
Tuition			0.00%		0.00%	-		
Transportation Fees			0.00%		0.00%	-		
Earnings on Investments			0.00%		0.00%	-		
Food Services			0.00%		0.00%	-		
Pupil Activities			0.00%		0.00%	-		
Community Service Activities			0.00%		0.00%	-		
Other Local Revenue			0.00%		0.00%	-		
Rental/Lease			0.00%		0.00%	-		
Contributions/Donations			0.00%		0.00%	-		
Miscellaneous Revenue			0.00%		0.00%	-		
Categorical Revenue			0.00%		0.00%	-		
Other State Revenue			0.00%		0.00%	-		
Grants Federal			0.00%		0.00%	-		
Fund Transfer			0.00%		0.00%	-		
Other Sources			0.00%		0.00%	-		
Cap Reserve Bond Revenue			0.00%		0.00%	-		
Grants Local			0.00%		0.00%	-		
Total Revenue	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	\$ -
Expenditures:								
Salaries			0.00%		0.00%	\$ -		
Benefits			0.00%		0.00%	-		
Purchased Professional and Technical Services			0.00%		0.00%	-		
Purchased Property Services			0.00%		0.00%	-		

Other Purchased Services				0.00%		0.00%		-	
Supplies				0.00%		0.00%		-	
Property				0.00%		0.00%		-	
Other Expenses				0.00%		0.00%		-	
Other Uses of Funds				0.00%		0.00%		-	
Redemption of Principal				0.00%		0.00%		-	
Principal on Leases				0.00%		0.00%		-	
Grant Expense				0.00%		0.00%		-	
Cap Reserve Expense				0.00%		0.00%		-	
Total Expenditures	\$	-	\$	-	0.00%	\$	-	\$	-

ATTACHMENT 12: HOPE FUNDING AND PURCHASE SERVICE AGREEMENT

See attached.

Required Service	Cost based on Estimated Actual Budget (per FPC)	20/21 FPC	Total cost	Required Services	Initials	Comments
District Support Staff	40.65 per FPC	1089	44,267.85	Required		
Emergency Management	5.00 per FPC	11	55.00	Required		Based on FPC at DC LC
Student Information System (IC)	10.77 per FPC	1089	11,728.53	Required		
Assessment Services: All State & District Required Assessments Include UIP	19.81 per FPC	1089	21,573.09	Required		
Treasurer fees	10.65 per FPC	1089	11,597.85	Required		
Foot Detention fee	4.74 per FPC	1089	5,161.86	Required		Per Kristen charge is total FPC
Workday	Contingent Worker Fee 0.125 (x FTEmployee) x \$51.94	TBD		Required		
Canvas	5.04 per FTEmployee	TBD	#VALUE!	Required		
Gmail	No cost at this time	None	None	Required		
Special Education	525.00 per FPC	11	5,445.00	Required		
Special Education	23.87 per remaining FPC	1078	41,556.90	Required		
Health Oversight	3.38 per FPC	11	37.18	Required		Based on FPC at DC LC
GTE Support	5.62 per FPC	11	61.82	Required		Based on FPC at DC LC
ELD Support (Per ELD Student)	109.06 per ELD Student	118	12,862.00	Required		
Crisis Team Support	.58 per FPC	11	6.38	Required		Based on FPC at DC LC
Start up Grant	3%			Required 2nd & 3rd year		
Optional Services	Cost based on Estimated Actual Budget					



Douglas County School District
Learn today. Lead tomorrow.

DCSD
Charter School
Purchased Services Agreement
2021-2022

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Charter School

Required Services

District Support Staff

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

Choice Programming Department

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

Human Resources

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

Business Services

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

Student Data and Information Services

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

Legal

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

Internal Technology Services (Help desk)

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

Emergency Management Services

Services include Emergency Response and Crisis Management (ERCM) planning, access to online documentation and support, on-site training of staff, site and building safety assessments, access to

district level training and tabletop exercises, and emergency drill data reporting and compliance documentation.

Standard Response Protocol (SRP) includes training of staff, printed materials for classrooms and common areas, and online training courses.

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

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

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

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

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

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

Student Information System (Infinite Campus)

All schools must use Infinite Campus for the student database. This cost is related to annual fees related to the software licensing and maintenance contract. District time spent for application support staff cost and technical support staff cost (including account management) and infrastructure is included in total direct staffing.

Does not include purchase, maintenance and/or repair of internal data network systems and computer workstations, or any application software, other than those directly related to the use of Infinite Campus.

CONDITIONS:

- Computer workstations must meet minimum DCSD hardware and software specifications annually for computers accessing district applications

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

Student Data Privacy Act Roles and Responsibilities

[House bill 16-1423](#) mandates local school districts and charter schools implement the following items:

Each Charter school is responsible for

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

Douglas County School District will share resources with our Charter schools.

On the district Student Data Privacy [Site](#) are resources:

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

training modules.

State and District Required Assessments & Unified Improvement Planning

State and district required assessments are administered per charter contract.

The required assessments* include:

	Grade(s)	State Statute (CRS)	Notes
English Language Arts	Grades 3 - 8	§22-7-1006.3(1)(a)	CMAS
Math	Grades 3 - 8	§22-7-1006.3(1)(a)	CMAS
Science	Grades 5, 8 and 11	§22-7-1006.3(1)(a)	CMAS
Social Studies	Grades 4 and 7	§22-7-1006.3(1)(a)	CMAS
9th grade Assessment Aligned with State Academic Standards	9th grade	§22-7-1006.3(2)(a)	PSAT 8/9
10th grade Assessment Aligned with State Academic Standards	10th grade	§22-7-1006.3(2)(a.5)	PSAT 10
Curriculum-based College Entrance Exam	11th grade	§22-7-1006.3(2)(b)	SAT
English Language Proficiency		§22-24-105	K-WAPT or WIDA Screener
WIDA Assessments			Grades 1-12 (identification assessment) WIDA-ACCESS 2.0 (annual assessment)
Colorado Alternate Assessment (CoAlt)**	Grades 3 - 11	§22-7-1006.3(3)(c)	Alternate assessment for students with significant cognitive disabilities

Universal Screening Assessment (Gifted Identification)	Grade 2, 5 or 6	§22-20-204(2)	Cognitive Abilities Test (CogAT)
Early Literacy (READ Act)	Kindergarten - 3rd grade	§22-7-1205(1)(a) and §22-7-1209(1)(b)	i-Ready® (or other approved interim READ Act assessment)
School Readiness	Kindergarten	§22-7-1004(2)(a) and §22-7-1014(2)(a)	TS GOLD - Assessment may be waived

* [CDE Reference for Federal and State required assessments](#)

** This includes alternate State assessments, DLM and CoAlt, for students determined eligible for the alternate assessment according to the [CDE alternate assessment participation guidelines](#).

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

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

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

Early Literacy (READ Act) Assessment

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

The Assessment and System Performance Office purchases licenses for i-Ready® for both reading and math. (The i-Ready® reading assessment is an approved READ Act assessment.) Charter schools may choose to purchase licenses for i-Ready at the district rate of \$4.80 per student per subject (\$9.22 per student for both reading and math) or they may elect to purchase licenses for another approved READ

act assessment directly from the vendor. Each charter school that chooses to purchase another READ approved assessment would be responsible for submitting data for state reporting in the correct format by the submission deadline. (Refer to the [Optional District Supported Assessments](#) below for more information on other approved READ Act assessments.)

School Readiness Assessment

Licenses are purchased for Teaching Strategies GOLD, an approved assessment for school readiness. Charter schools with documented waivers from School Readiness Assessment (C.R.S. 22-7-1014(2)(a)) for administering this assessment will not be charged for these licenses. (See [Purchase Services Agreement Pricing Table](#))

Assessments of English Learners include the Kindergarten W-APT and WIDA Screener (grades 1-12), used to determine eligibility as an English Learner as defined by federal and state statute. WIDA-ACCESS 2.0 (all ELs are required to take this assessment annually); data entry, ordering and evaluation of assessments; state and federal reporting as it pertains to identifying and monitoring ELs; and access to district-wide professional development and training.

Universal Screening

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

Unified Improvement Plan

The Assessment and System Performance Office and School Leadership Department, in collaboration with the Office of Choice Programming, communicates with all charter schools regarding the Unified Improvement Planning (UIP) process and any yearly changes to the process that are mandated by the state. The Office of Choice Programming, School Leadership team and Assessment and System Performance

Office provide support and consultation at a universal level to all charter schools inclusive of information and guidance in the areas Colorado Department of Education's

Online UIP System, district-approved assessment management system and SchoolView. The District facilitates review and approval

of charter unified improvement plans by the Office of Choice Programming and School Leadership support staff. District staff also facilitates approval of the plans by the Board of Education if required in the case of any charter schools with a plan type of Priority Improvement or Turnaround.

In the case of charter schools with a plan type of Priority Improvement or Turnaround, more intensive targeted support is provided, including one-on-one meetings and UIP/data training with charter school staff; targeted communications with CDE staff regarding plan requirements and recommended

revisions; and coordination of CDE resources. The Douglas County School District submits all UIPs regardless of plan type to CDE via their online system and for schools on Priority Improvement or Turnaround conducts continuous reviews and progress checks regarding their UIP implementation.

Treasurer Fees

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

Foote Youth Service Center

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

Canvas Accounts

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

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

Gmail

Defined access to the Gmail system. There are currently no fees associated with Gmail. Any use of support staff or technical support is included in the District Support staff section above. Does not include purchase, maintenance and/or repair of internal data network systems and computer workstations, or any application software, other than those directly related to the use of Gmail (principal, assistant principal & registrar accounts required).

CONDITIONS:

- Computer workstations must meet minimum district hardware and software specifications annually for computers accessing district applications
- District staff must have physical access to technology equipment as required for upgrades, maintenance and repair

- Charter school staff must be trained and supported by the district, both initially and ongoing, for Gmail and account management
- Gmail system utilization must comply with all established district practices, policies and procedures
- Charter schools acknowledge that they cannot copy, modify or distribute the Gmail system in any manner

Personalized Learning Services

Special Education Services

This is a compliance model, with access to certain special education itinerant services necessary to support students at charter schools. Charter schools are responsible for all legal costs for any special education litigation, and they are responsible for settlement costs incurred as a result of special education litigation. For more information please refer to the [Special Education Compliance plan](#).

Charter schools will be responsible for:

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

Charter schools will:

- Have Access to professional development courses related to compliance or funded by Title II free of charge. Special service providers (SLP, mental health, etc.) are invited to attend regular discipline-specific meetings.
- Have access to their designated special education coordinator and/or itinerant team lead for consultation regarding compliance with federal and State laws and district procedural guidelines.
- Have access to second level vision and hearing screening follow-up services for students.
- Have access to the following special education itinerant service teams for consultation or service for students with low incidence disabilities or intermittent student needs:
 - Vision, deaf and hard of hearing, SWAAAC (assistive technology), behavior support team, autism team, SWAP (school to work alliance program), and audiology.
 - On a case by case basis equipment may be checked out for temporary use by the charter school subject to availability.
- Hire school-based staff and purchase equipment required to comply with

student IEPs.

Section 504

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

English Language Development

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

Charter schools will:

- Ensure charter school ELD/ESL teachers participate in all required ELD training (typically named “essentials”). Additionally, charter schools have access to formal and informal training on the ELD services, related services, assessments, and identification/eligibility supporting the identified English Language Learners access to the unique curriculum of the charter school.
- Have access to the English Language Development leadership, and/or ELD Team Lead, and/or ELD Charter Lead for consultation regarding compliance with federal and State laws and district procedural guidelines.
- Have Access to testing and instructional materials unique to English Language Development programming services through the Innovation and Design Center.

Gifted Education

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

Charter schools will:

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

Health Services

Each charter school will hire a bachelor's prepared registered nurse who holds a CDE special service provider license. This registered nurse must be available for consultation during all school hours and for before or after school activities. When the charter school nurse is not present at the charter school, the charter school must have designated staff available on-site, who have been trained in general health conditions and medication administration. These designated staff will deliver health related care to students under the direction of the charter school nurse. [Health Services Compliance plan](#) must be completed yearly.

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

Mental Health

Charter schools will:

- Have access to the district crisis team in the event of a charter school student or staff member traumatic event. The charter school will follow crisis team processes for communication and support for the school community during and following the crisis event.
- Have access to on-site preparedness training from the district crisis team in advance of any potential traumatic event, offered free of charge.
- Ensure charter school administrators (minimum 1 per school) and all charter school mental health providers attend district threat assessment training, offered free of charge.
- Ensure all charter school mental health providers or school counselors attend ASIST suicide safety assessment training, offered free of charge.
- Ensure the charter school mental health provider delivers the district "keeping students safe" training to the entire charter school staff at the beginning of each school year.
- Ensure all charter school staff complete online mandatory training that includes child abuse and neglect reporting training.
-

Crisis Team Support

- The crisis team will, upon request, provide on-site preparedness training on the process for a school level response to a death of a student or staff member or other traumatic event directly impacting students, staff or the school community.
- In the event of a student or staff member death (or other traumatic event) the crisis team will respond to the school. A crisis team lead will work directly with the school leader(s) and mental

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

Homeless Student Services

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

Grant Administration

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

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

Grant Submission

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

The Charter School shall request reimbursement of the maximum allowable indirect/administrative costs as dictated by the grant.

New Charter Start-up Grants

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

Year 1 – No administration fees will be charged by the District.

Year 2 and 3 – Administration fee of 3% will be charged by the District (from General funds).

Grants that allow Indirect/Administration

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

Grants that do not allow for Indirect/Administration

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

Charter School Optional Services

Assessment

Gifted Education Identification and Programming

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

Gifted Identification

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

Programming

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

Early Access to Kindergarten and First Grade

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

District-Supported Assessments:

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

- The cost of assessment is based on pricing structure (i.e. cost per student) established in the vendor contract
- For training and other professional development related to the assessment, charter schools must contact the vendor(s) directly
- *NWEA MAP testing - If Charter School elects to join the district NWEA account, the total pricing is based on the cost per student license per assessment accessed (please see table below)*

Personalized Learning Prevention Teams

Charter schools may access both the district [Prevention & School Culture Team](#) and [Healthy Schools Team](#) for specific prevention and wellness programming. These teams offer direct services delivery, specific events and consultation that support the Social Emotional and Prevention needs of the whole child subject to schedule and availability. Charter schools will be charged actual cost per service(s) or event(s).

Personalized Learning Prevention Teams Cost sheets-

- [Charter School Cost for Prevention and School Culture \(Team U.P.\) SY 20/21](#)

Business Services

My School Bucks:

Online credit card payment method that allows parents to pay fees posted in Infinite Campus. The bank used by the charter school must be able to accept ACH transactions. **The charge to the charter school is a 3.3% processing fee, charged by third-party vendor. Contact Vendor directly.**

Mail Services:

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

Curriculum and Instruction

Art Show:

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

Spelling Bee:

Participation in the district Spelling Bee.

eDCSD online Education Program

This option allows our charter schools to purchase student seats in order to take a course through our district's online school in grades 1 thru 12. This option allows a charter student to take courses not offered by the charter within the school day, such as advanced math or world language classes. Up to 2 courses per student can be offered at no cost to the student or charter as long as eDCSD has space available in the requested courses.

Students must secure approval from the staff at the Charter school prior to enrollment and must meet application due dates posted on eDCSD website.

Homebound Services

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

[Homebound Programming Guidance](#)

Process for Determining Eligibility

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

Cost estimate per student

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

Secondary Education, 7-12th grade: \$100 per semester course \$50 per hour for staffing/instruction costs.

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

Human Resources Services

Staffing Services:

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

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

Information Technology Services

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

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

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

Optional Network Connectivity:

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

Google Apps Domain for Students:

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

Library Media Center/ Innovation and Design Center

Full Media Services:

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

Additional media services:

- If **Media Delivery** is needed, please purchase the Mail Services option under Business Services
 - One delivery per week.
- **Follett K-12 Education Technology, Products, Materials, and Services** Destiny Library Manager, Resource Manager, etc.
 - **Contact the vendor directly.** Contact information and pricing can be found at [this link](#) After you have purchased software from Follett please email your paid invoice to Tking@dcsdk12.org to get your access turned on.
 - **Contact vendor directly for renewal fees** for updates and maintenance for Destiny Library Manager, Resource Manager and Software.
 - **Destiny license for Special Education Test check out.** (Only needed for Charters that don't purchase their own Destiny License.)
- **Overdrive eBook** access
 - For access to the district ebook shelf there is an annual fee of just \$200.00. This included audio books, student ebook, and a teacher professional shelf that can be accessed 24/7 via the Overdrive Sora app.
- **Start - up collection and cataloging services** - TBD based on collection requirements. Contact the IDC with questions and support.
- **Original Cataloging** is now outsourced as DCSD no longer has a cataloger on staff.
 - \$4.00 per book
 - \$8.00 per kit
 - Purchasing books through Follett's Titlewave System provides cataloging, processing, and free MARC records for shelf ready books free of charge. Please contact IDC to set up an account.
 - If full library services are purchased copy cataloging training is provided for library staff at your school.
- **TumbleBooks** - Animated picture books online; also free Tumble Reader eBooks ○ Pre-K -5 Elementary
- **TeachingBooks.Net** - An engaging collection of resources that brings books to life. TeachingBooks strives to enrich everyone's experience reading children's and young adult books.
- **Movie Licensing USA** USA Movie Licensing Site based fee is calculated based upon enrollment;
 - Required to show movies anytime it is not connected to curriculum and instruction (after school daycare, recess, parties, inclement weather, etc.).
- **Typing Pal** -
 - A personalized approach to learning keyboard skills using web browser; short lessons
 - Elementary only

Security

School Marshal Officer Program

Program provides enhanced police presence at schools during regular school days (minimum 1 visit per day), interacts with students and staff, provides informal safety assessments to Administration, builds relationships and talks to students about general safety issues. Service is coordinated and purchased through DCSD Security. Pricing is dependent on the agency providing service, see pricing page for more details.

School Resource Officer Program

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

2020-21 Purchased Services Agreement Pricing

<u>Required Service</u>	<u>Cost based on Estimated Actual Budget</u>
District Support Staff	\$40.65 per FPC
Emergency Management	\$5.00 per FPC
Student Information System (IC)	\$10.77 per FPC
Assessment Services: All State & District Required Assessments Include UIP	\$19.81 per FPC
School Readiness Assessment (TS GOLD)	\$9.95 per FPC
Treasurer fees	\$10.65 per FPC
Footnote Detention fee	\$4.74 per FPC
Workday	Contingent Worker Fee 0.125 (x FTE staff) x \$51.94.
Canvas	\$5.04 per FTE Staff
Gmail	No cost at this time

Special Education	\$525.00 per FPC
Gifted Education Support	\$5.62 per FPC
English Language Development (ELD) Support (per ELD Student)	\$109.06 per ELD Student
Crisis Team support	\$.58 per FPC
Health Oversight	\$3.38 per FPC

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

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

<u>Optional Services</u>	<u>Cost based on Estimated Actual Budget</u>
<u>Assessment Services</u>	
CogAT (Gifted Education) requested outside Universal Screening	Actual Cost
DRA Testing	Cost of Kit
NWEA MAP Testing [†]	\$2.00 per FPC administration fee
• Reading, Math and Language	\$9.50 per FPC
• Science	\$2.50 per FPC
i-Ready - (Complies with the READ Act) (request through vendor)	\$4.80 per FPC (for each subject) \$9.22 per FPC (for both subjects)
School Readiness Assessment (TS GOLD)	Actual Cost per FPC (currently \$9.95)
*Early Access to Kindergarten or First Grade Process	\$250
<u>Personalized Learning</u>	
Prevention and School Culture Healthy Schools offerings	Actual cost

[†] Rates subject to change based on NWEA pricing

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

<u>Business Services</u>		
My School Bucks	Paid to Vendor	
<u>Mail Services</u>		
Intra-district Mail	\$2.00 per FPC	
<u>Curriculum / Instruction</u>		
Art Show	Based on participation: 1-20 \$100 21-50 \$200 51-100 \$300 100+ \$500	
Spelling Bee	\$60.00 per participant	
<u>eDCSD CO Cyber School</u>	no cost for up to 2 classes if space available	
<u>Homebound Services</u>	Actual cost per student	
<u>Human Resources Services</u>		
Staffing	Posting - basic	\$50 per posting
Substitute Software	\$600 one time setup fee	\$3150.00
<u>Information Technology Services</u>		
Century Link Geo Max	\$1288 monthly recurring cost	
Network Router	\$8000 one time cost for router	
Annual router maintenance fee	\$500 Annual router maintenance fee	

<u>Media Services</u>	
<p>Full Media Services - This package includes library system and database technical support, access and use of media resources (books, audio books, DVD's, culture kits, science models, novels sets, professional resources, technology equipment, and robotics), and use of the production room and innovation lab. Additional services: curriculum driven collection alignment support, planning for library redesign and transformation, assistance with weeding, trainings related to library best practice, and digital resource IP access and usage to Tumblebooks and TeachingBooks.net, as well as general library management support and mentoring.</p>	<p>\$11.31 per FPC, plus see description for Destiny software price</p>
<p>Overdrive renewal</p> <ul style="list-style-type: none"> For access to district digital eBooks and a school account known as the Advantage account - Annual cost 	<p>\$200</p>
<p><u>Start - up collection</u> TBD based on collection and cataloging requirements. Contact the IDC with questions and support.</p>	<p>Varies - based on starting collection choices and number of items requiring original cataloging.</p>
<p><u>Cataloging Services</u></p> <ul style="list-style-type: none"> Library staff may take an online course offered by DCSD library programming for permissions to add a copy to the Destiny online catalog if the book is already in the system. There is a charge for original cataloging if the book is not in the system. Original cataloging is done by a professional cataloger. 	<p>\$4.00 per book for original cataloging.</p>
<p><u>Movie Licensing USA</u></p> <ul style="list-style-type: none"> Required to show movies anytime it is not connected to curriculum and instruction.(After school daycare, recess, parties, etc.) 	<p>Site based fee is calculated based on enrollment.</p>

<u>Typing Pal</u> <ul style="list-style-type: none"> • A personalized approach to learning keyboard skills using web browser; short lessons • Elementary only 	\$.60 per student in 2018-19 school year Decreases with increased district/charter enrollment
<u>Tumble Books</u> <ul style="list-style-type: none"> • Animated picture books online; also free Tumble Reader eBooks Pre-K -5 Elementary 	\$.07 per student
<u>TeachingBooks.net</u> <ul style="list-style-type: none"> • An engaging collection of resources that brings books to life. TeachingBooks strives to enrich everyone's experience reading children's and young adult books. 	No Cost
<u>Security</u>	
School Marshal Officer Program pricing dependent on the agency providing service.	Town of Castle Rock \$12,738 per Year Town of Parker \$14,751 per year DCSO \$15,193 per year

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

Other Services Available Before and After School Services

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

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

Option 2: "A La Carte" Before and After School Enterprise (BASE) Services: Billed at staff's hourly rate/per diem cost:

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

Nutrition Services

Use of District Nutrition Services:

Charter schools have the option of contracting with Douglas County School District Nutrition Services to provide fresh meals to their students. Conditions of the contract are based on total enrollment size of the school as well as existing kitchen facilities. DCSD Nutrition Services prepares all meals on site at their schools and will not contract with schools if adequate facilities are not provided. Charter schools with a maximum enrollment of over 600 students must provide a full service kitchen. Charter schools must provide a limited use 'warming' kitchen for total enrollment less than 600. Charter schools must provide equipment listed on the "Minimum Required Kitchen Equipment List" based on estimated enrollment and kitchen type. This list can be provided by Nutrition Services at any time. All equipment must be purchased by the Charter School. A contract with DCSD Nutrition Services must be signed at least two months prior to the first day of service. The contract will detail the responsibilities of both parties. To see a sample contract please reach out to DCSD Nutrition Services at 303-387-0320.

Meal pricing varies based on facilities and circumstances of service in the charter school. Meal price will be determined by DCSD Nutrition Services.

Transportation Services

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

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

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

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

Signed, Charter Board President

Signed, School Leadership

ATTACHMENT 13: DCSD CHARTER PROCEDURE MANUAL

SEE ATTACHED.



Douglas County School District Charter School Procedure Manual

Mission:

The Mission of the Douglas County School District's Office of Choice Programming is to provide our district charter schools with efficient and effective support and service in order to allow them to focus on their students' academic achievement and school community.

Revised March 2021

Douglas County School District Charter School
Procedure Manual

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CHARTER QUALITY AUTHORIZING POLICY

I. Douglas County School District Commitment to Authorizing Quality Schools

The Douglas County School District (DCSD) Board of Education is committed to providing all parents with a robust program of school choice to enable them to provide their students with an education that fully prepares them for the 21st century workforce. Toward that end, DCSD is committed to implementing quality authorizing practices that are based on national best practices and which are consistent with Colorado law and the Quality Authorizing Standards adopted by the Colorado State Board of Education. Through our policies, practices and procedures as a quality authorizer, the district will provide high standards for all charter schools.

II. Core Principles of Quality Charter Authorizing

The DCSD Office of Choice Programming promotes the three core principles of charter authorizing as defined by the National Association of Charter School Authorizers and adopted by the Colorado State Board of Education and the DCSD Board:

1. ***DCSD maintains high standards for all schools.*** This includes setting high standards for approving charter applicants; maintaining high standards for all of the schools the district oversees; effectively cultivating quality charter schools that meet identified educational needs of the district; overseeing charter schools that meet the performance standards and targets set forth in their charter contracts through established measures; and closing schools that fail to meet standards and targets set forth in statute and by contract.
2. ***DCSD upholds school autonomy.*** This includes honoring and preserving core autonomies crucial to school success, including governing board independence from the authorizer; school control over personnel, school vision and culture, instructional programming, and budgeting; assuming responsibility for holding schools accountable for their performance; minimizing administrative and compliance burdens on schools; and focusing on holding schools accountable for outcomes rather than processes.
3. ***DCSD protects student and public interests.*** This includes the well-being and interests of students informing all the authorizer's actions and decisions; upholding district conflict of interest policies; holding schools accountable for fulfilling fundamental public education obligations to serve all students for our community; ensuring a focus on the school's vision and mission; transparency, effective and efficient public stewardship; compliance with applicable laws and regulations; and supporting and engaging parents and students with information about the quality of education provided by charter schools .

III. Standards of Quality Authorizing

The DCSD Office of Choice Programming has adopted the following standards of Quality Authorizing. These standards should drive charter and district organizational structures and practices:

1. **Commitment and Capacity:** DCSD recognizes that charter schools, along with other choice options, offer parents and students opportunities to meet identified student needs. DCSD authorizing decisions are made solely based on the best interests of pupils, the district, and the DCSD community. DCSD creates organizational structures that lead to consistent implementation of policies and practices and commits the financial resources necessary to conduct its authorizing duties effectively and efficiently.
2. **Application Process and Decision Making:** DCSD implements a comprehensive application process that includes clear application questions and guidance; fosters open communication with all charter applicants; follows fair and transparent procedures; has transparent and rigorous scoring criteria; engages outside experts in the review of applications; and grants charters only to applicants who demonstrate a strong capacity through their application to establish and operate a quality charter school.
3. **Performance Contracting:** DCSD executes contracts with charter schools that articulate the rights and responsibilities of each party regarding school autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure, performance consequences, and other material terms. The contract is an essential document, separate from the charter application, that establishes the legally binding agreement and terms under which the school will operate.
4. **Ongoing Oversight and Evaluation:** DCSD conducts contract oversight that evaluates performance and monitors compliance and uses such information to inform renewal, intervention and revocation decisions while upholding schools' autonomy. DCSD ensures that schools provide fair and open access to students without discrimination. DCSD provides annual performance reports on school performance.
5. **Revocation and Renewal Decision Making:** DCSD designs and implements a transparent and rigorous process that uses academic, financial, governance and operational performance data to make merit-based renewal decisions, establishes clear criteria for renewal and revocation, and will revoke charters when necessary to protect students and the public interest.
6. **Collaboration to Improve Student Outcomes:** DCSD establishes procedures to facilitate ongoing collaboration between the District and charter schools to improve outcomes for all students. These collaborations include, but are not limited to, monthly charter administration meetings, ability for charter administrators to join the Principal meetings in their feeder area, ability to join the quarterly district administration meetings, and unlimited support and communication with the Office of Choice Programming. In addition, the District regularly solicits feedback in developing policies and practices impacting charter schools.
7. **Commitment to Creating Equitable Opportunity, Equitable Responsibility and Access, and Equitable Accountability:** DCSD commits to ensuring that all schools open and operate on the

basis of three equities that apply to all our schools: (1) equity of opportunity; (2) equity of responsibility and access; and (3) equity of accountability.

- a. Equity of opportunity means that the schools have the same access to per-pupil dollars and choices about which support services they want to purchase from the district, and to the maximum extent possible access to land and facility partnerships if the charter school meets the DCSD land use protocols as developed by the Board and the Long Range Planning Committee.
- b. Equity of responsibility and access means that the schools must offer equitable and open access to all our students—regardless of socio-economic, disability, language or other status—and share an equal burden in district-wide responsibilities such as the cost of district-wide special education funding needs for students with disabilities that are served in severe needs programs.
- c. Equity of accountability means that all schools have the same accountability system under our School Performance Framework, including charter schools.

CHARTER SCHOOL HISTORY IN DOUGLAS COUNTY SCHOOL DISTRICT

The history of school choice in Douglas County School District dates back nearly 30 years. In 1987, the district established Daniel C. Oakes High School as a small public high school of choice, giving students an alternative setting in which to complete their education. As a district, DCSD has embraced opportunities for choice through innovation, academic need, and personal preference. Nearly 30 years later, DCSD remains committed to providing the highest quality, well-rounded, 21st Century educational experience in all classrooms, in every school, every day, for every student.

In 1993, state Senator Bill Owens (R) and State Representative Peggy Kerns (D) introduced the original Charter Schools Act, which received bi-partisan support and was signed into law. The original philosophy of the Act was that charter schools would be smaller environments free to experiment with educational programs and develop innovative ways to educate at-risk students. A charter school in Colorado is a public school operated by a group of parents, teachers and/or community members as a semi-autonomous school of choice within a school district, operating under a contract or "charter" contract between the members of the charter school community and the local board of education. The same year that Senator Owens and Representative Peggy Kerns introduced the original Charter Schools Act, DCSD became the first school district to authorize a K-8 charter school (Academy Charter School, 1993.)

CRS 22-30.5-102(3) states

In authorizing charter schools, it is the intent of the general assembly to create a legitimate avenue for parents, teachers, and community members to implement new and innovative methods of educating children that are proven to be effective and to take responsible risks and create new and innovative, research-based ways of educating all children within the public education system. The general assembly seeks to create an atmosphere in Colorado's public education system where research and development in developing different learning opportunities is actively pursued. As such, the provisions of this part 1 should be interpreted liberally to support the findings and goals of this section and to advance a renewed commitment by the state of Colorado to the mission, goals, and diversity of public education.

DCSD Charter Schools currently authorized include:

- Academy Charter School, chartered in 1993
- Parker Core Knowledge Charter School, chartered in 1994
- Renaissance Charter School, chartered in 1995
(Converted from a charter school to a district magnet in 2002)
- Douglas County Montessori Charter School, chartered in 1997
- Platte River Academy, chartered in 1997
- Challenge to Excellence, chartered in 2002
- American Academy, chartered in 2005
- North Star Academy, chartered in 2006
- Hope Co-op Online Learning Academy, chartered in 2008
- SkyView Academy, chartered in 2008
- STEM High and Middle School, chartered in 2009

- Ben Franklin Academy, chartered in 2010
- Aspen View Academy, chartered in 2011
- World Compass Academy, chartered in 2015
- Global Village Academy, chartered in 2015
- Parker Performing Arts School, chartered in 2016
- Lemay Classical Academy, chartered in 2016
- Ascent Classical Academy, chartered in 2017 (moved to CSI in 20/21 school year)
- Renaissance Secondary, chartered in 2017

SELECTED STATE LAWS APPLICABLE to CHARTER SCHOOLS (Colo. Rev Statutes, unless otherwise noted)

Governance, Records and Charter Schools

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

Safety and Discipline

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

Educational Accountability

14. Educational Accountability: 22-11-101 et seq. (especially 22-11-210 and 22-11-401 et seq.)
15. Accreditation: Accreditation Rules of the State Board of Education 1 CCR 301-1
16. ESEA Act: P.L. 107-110

Curriculum, Instruction and Extra-Curricular Activities

17. Instruction in federal and state history and government: 22-1-104
18. Honor and use of the U.S. Flag: 22-1-106
19. Instruction in the Constitution: 22-1-108, 109
20. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
21. On-line programs: 22-33-104.6
22. Participation in sports and extra-curricular activities: 22-32-116.5
23. Content Standards: 22-7-407

Exceptional Students

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

Finance

30. School funding Formula: 22-54-104 (3)
31. Funded pupil enrollment: 22-54-103 (10)
32. Tuition: 22-20-109 (5), 22-32-115 (1) and (2), 22-54-109
33. Fees: 22-32-110 (1) (o) and (p), 22-32-117
34. Allocation of funds to a capital reserve fund: 22-54-105 (2) (b)

35. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
36. Allocation of funds for instructional supplies and materials: 22-54-105 (I)
37. Allocation of funds for at-risk students: 22-54-105
38. Colorado Department of Education Financial Policies and Procedures
39. Excess tuition charges for out-of-district special education students: 22-20-109 (5)
40. Participation if PERA: 22-30.5-512 and 22-30-5-111 (3)
41. Financial Transparency Act: 22-44-301 et seq.

CHARTER SCHOOL POLICY

Board File: LBD

The Douglas County School District RE-1 embraces school choice by offering a wide variety of pathways to learning. Matching students to a learning model or school creates a level of synergy not found in historic educational models, creating the highest probability of success for all. One option in our district is charter schools.

A charter school shall be a public, nonsectarian, nonreligious, non-home-based school, which operates within a public school district. A charter school shall be a public school of the school district that approves its charter application and enters into a charter contract with the charter school. The charter school shall be subject to accreditation by the school district. A charter school applicant cannot apply to, or enter into a charter contract with, the school district unless a majority of the charter school's pupils, other than on-line pupils, will reside in the school district or in a contiguous district.

A charter school shall be subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, or need for special education services. Enrollment decisions shall be made in a nondiscriminatory manner specified by the charter school applicant in the charter school application. Enrollment in a charter school must be open to any child who resides within the school district; except that no charter school shall be required to make alterations in the structure of the facility used by the charter school or to make alterations to the arrangement or function of rooms within the facility, except as may be required by state or federal law. Except as otherwise provided by statute, a charter school shall not charge tuition.

All decisions regarding the planning, siting, and inspection of charter school facilities shall be made in accordance with state statute and as specified by contract with the school district.

A charter school shall be administered and governed by a governing body in a manner agreed to by the charter school applicant and the Board of Education. The contract between the charter school and the Board of Education shall designate responsibility for charter school operations including, but not limited to, preparation of a budget, contracting for services, facilities, and personnel matters. A charter school, as a public school, is a governmental entity. Direct leases and financial obligations of a charter school shall not constitute debt or financial obligations of the school district unless the school district specifically assumes such obligations.

A charter school application may be submitted pursuant to the district application process or in response to a Request for Proposal (RFP) from the district. The Superintendent is authorized to create procedures and regulations concerning charter application process and the supervision of charter schools.

Adopted: June 3, 2008

Revised: October 16, 2012

Board File: LBD Douglas County School District RE-1

LEGAL REF.:

C.R.S. 22-30.5-101 et seq. (*Charter School Act*)

C.R.S. 22-32-124 (*Building Codes-Zoning-Planning-Fees-Rules-Definitions*)

C.R.S. 22-20-109 (*Tuition*)

CROSS REF.:

LBD-R-1 Charter School Application Process

LBD-R-2 Charter School Application Contents

CHARTER SCHOOL APPLICATION PROCEDURE

DCSD Application process is posted to the DCSD website Dcsdk12.org. The application is divided into 19 application components. The components appear in the application in the same order that they appear in the Colorado Revised Statutes, as amended (C.R.S. 22-30.5-106.1). It is important to remember that each of these components may require significant prior assistance to the applicant to meet the quality standard expected by the state and the potential authorizer. DCSD strongly recommends that all applicants contact the Colorado League of Charter Schools for application review and drafting assistance.

Each component is divided into three sections: a **Component Description**, a **Checklist for a Comprehensive Application**, and **Evaluation Criteria**. The Component Description is a narrative designed to give the applicant background information, reference to statute, and general explanation of the component. The Checklist for a Comprehensive Application may be used by both the applicant and the authorizer to monitor the completeness of the application. The Evaluation Criteria provides the authorizer with means of determining the quality of the application component, but may also be used by the applicant when targeting a high-quality school program. An Evaluation Rubric accompanies this document as Appendix B.

The components of the application and which district departments review them are as follows:

- A. Executive Summary-** Choice Programming, Innovation, DAC
- B. Vision and Mission Statements-** Choice Programming, Innovation, DAC
- C. Goals, Objectives and Pupil Performance Standards-** System Performance and Accountability, Director of Educational Programming, Choice Programming, Special Education Director
- D. Evidence of Support-** Director of Planning and Construction
- E. Educational Program-** Choice Programming, Special Education Director (SPED, 504), Director of Educational Programming (GT, ELL)
- F. Plan for Evaluating Pupil Performance-** System Performance and Accountability, Director of Educational Programming, Choice Programming Director, Special Education Director
- G. Budget and Finance-** Chief Financial Officer
- H. Governance-** Choice Programming, Legal Counsel
- I. Employees-** Director of Human Resources
- J. Insurance Coverage-** Risk Management
- K. Parent and Community Involvement-** Choice Programming, DAC
- L. Enrollment Policy-** Choice Programming, Planning and Construction, Legal Counsel
- M. Transportation and Food Service-** Transportation Services, Nutrition Services
- N. Facilities-** Planning and Construction

O. Waivers- Choice Programming, Legal Counsel

P. Student Discipline, Expulsion, or Suspension- Choice Programming, Legal Counsel, Director of Special Education, Director of Educational Programming

Q. Serving Students with Special Needs- Director of Special Education, Director of Educational Programming

R. Dispute Resolution Process- Legal Counsel

S. School Management Contracts- Chief Financial Officer and Legal Counsel

Appendix A: Charter School Intent to Submit Form

Appendix B: Evaluation Rubric

It is important for applicants to remember that each of the components relate to one another. Curriculum is not complete without consideration of assessment. Facilities cannot be sufficiently addressed in isolation from budgetary decisions. The completed application should tell a story that relates the application components into one comprehensive package. The vision and mission should be evident throughout the application, and all program elements and resource allocations should be in alignment with the proposed budget and school program. It is important to also consider that online school applications or other unique programs may not conform precisely to all components of this application. In these cases, prior communication with the Office of Choice Programming is imperative.

The companion to this application is the Charter School Application Flow Chart which presents an outline of the charter school application process. The flow chart can be found at on the CDE Schools of Choice Unit website. Applicants should use this flow chart before, during and after the application process.

The DCSD Charter School Application Procedure is as follows:

1. By March 1 of each year, a new charter must submit an 'Intent to Submit Form' in charter.tools. If March 1 falls on a weekend, the form is due the Friday before the weekend.
2. A copy of the Intent to Submit form will be forwarded to the DCSD Board of Education and DCSD department leaders as notification of the applicant's intent to turn in an application.
 - By 4:00 p.m. on March 15 of each year the applicant will submit their application through charter.tools. Please also submit your documents in a google drive file to mkhan@dcsdk12.org (clearly label each section). Content submitted via Charter.Tools and google drive must match exactly for acceptance. It is understood that additions such as graphics, tables, etc. may not appear as intended in the Charter.Tools submission, therefore, the google drive file allows for these elements to be added to the application if desired.
3. If March 15 falls on a weekend, the application will be due the Friday prior to March 15.
4. The DCSD Board of Education and department leaders will be notified and provided with a copy of the applications that were submitted by the due date and time.

5. Within 15 days of submission of the application, the Office of Choice Programming will determine whether the application is “complete” as containing all the necessary elements as set forth in statute. In the event the application is determined to be incomplete, the applicant will have 15 days to resubmit a complete application.
6. The applicant will meet with representatives of the DCSD application review team after DCSD makes a determination that the application is complete to review the timeline for the application process and to answer any applicant questions.
7. CDE and the League of Charter Schools will be contacted to determine whether the applicant has received prior assistance with the application.
8. The review process will be completed by district personnel following the charter application review timeline within the timeline set forth in statute, and the DCSD board will vote on the application within 90 days of the application deadline.
9. In order to avoid confusion and uncertainty around the timing of a new charter opening, as experience has shown that a failed opening attempt has a significant negative impact on students and on existing schools, both charter and neighborhood, approved charter applicants shall meet one of the following criteria:
 - a. For a new-build facility: purchase or lease a site and submit evidence of appropriate approved permits issued by the local jurisdiction(s), with a final construction schedule approved by the building contractor no later than August 15 of the year prior to the planned opening year; or
 - b. For an existing facility: submit a Letter of Intent or site lease to lease an existing facility no later than February 15 of the planned opening year.

If the DCSD Board of Education does not approve the application, the applicant may appeal the DCSD Board decision to the State Board of Education, pursuant to the timelines and procedures set forth in statute.

CHARTER SCHOOL EXPANSION PROCEDURE

For existing district charter schools interested in expanding grade levels (i.e. from an elementary K-5 or K-6 to a middle school or a K-8 to a high school) or planning to establish an additional location, the following criteria will need to be met first:

- The school must have been in operation for at least three years;
- The school must have a proven program demonstrating compliance with district and contract standards in the areas of academics, finance, operations and governance; and
- There is demonstrated demand for the expansion.

Schools meeting these criteria must supply the district with the following components derived from the DCSD new charter application:

- A. Executive Summary
- B. Vision and Mission Statements
- C. Goals, Objectives and Pupil Performance Standards
- D. Evidence of Support
- E. Educational Program
- F. Plan for Evaluating Pupil Performance
- G. Budget and Finance
- N. Facilities
- P. Student Discipline, Expulsion, or Suspension
- Q. Serving Students with Special Needs

Application Components that will be reviewed by the District for consistency with the expansion:

- H. Governance
- I. Employees
- J. Insurance Coverage
- K. Parent and Community Involvement
- L. Enrollment Policy
- M. Transportation and Food Service
- O. Waivers
- R. Dispute Resolution Process
- S. School Management Contracts

***Please refer to the new charter application procedure information above for a detailed timeline**

- By March 1 of each year, a new charter must submit an 'Intent to Submit Form' to the Office of Choice Programming.
- By 4:00 p.m. on March 15 of each year the applicant will submit one printed copy and one electronic copy of the Charter School Expansion Application to the Office of Choice Programming. If March 15 falls on a weekend, the application will be due the Friday prior to March 15.

CHARTER SCHOOL REPLICATION PROCEDURE

Introduction

Replication is when a charter school seeks to establish one or more additional schools using the same educational model and where there will be an ongoing relationship between the schools. This definition is meant to be fairly broad and include a range of practices, some of which are described below:

- One governing board overseeing two or more schools;
- An educational service provider contracting for services with two or more schools; and
- Shared services among schools.

Conditions for replication are described below and are intended to provide general guidelines – replication readiness will vary to some extent based on a school's replication plan and its unique circumstances.

Operational History

The school should:

1. Have been operating for at least four years.
2. Be serving all grade levels that are included in its original charter. Ideally, there is a minimum of two years of academic outcomes for each grade level.

Student Outcomes

The school should:

1. Be awarded a plan assignment of *Performance*.
2. Meet or exceed standards in all three (elementary and middle) or four (high school) Colorado performance indicators – academic achievement, academic growth, academic growth gaps, and postsecondary and workforce readiness (high school only) or consistently exceed standards for academic growth or academic growth gaps.
3. Exceed the performance of comparable schools.
4. Be achieving its unique charter school objectives.

Efficient, Effective and Compliant Operations

The school should:

1. Have a positive rating on CSSI Standard 10: *The school board demonstrates strong fiscal management and the school's practices demonstrate current and future financial health.* Specific indicators include the following:
 - a. *The governing board has adopted policies that ensure financial health and a strong system for the timely, accurate tracking and recording of all financial data and transactions.*
 - b. *The school has access to reserves or can raise cash if a budget shortfall occurs or to finance growth.*
 - c. *The school has enough revenue to ensure stable programming.*
 - d. *School programs do not exceed their assets. Programs operate on a modest surplus and the school makes adjustments to reduce operating costs to cover any deficit.*
2. Have systems in place to timely and accurately complete reports required.
3. Be in compliance with its charter contract, health, safety, and other legal requirements including IDEA and services for English language learners.
4. Have unqualified annual independent audits and an adequate or growing reserve.
5. Be in compliance with Articles 44 and 45, C.R.S., financial policies and procedures and accounting and reporting requirements.

Governance and Leadership

The school should:

1. Have a positive rating on CSSI Standard 9: *The school demonstrates strong leadership through their procedures to promote their mission, their strategic planning, current knowledge of legislative issues, policy development, commitment to professional development, provision of resources, oversight/support of administrator, ability to build effective committees, and establishes networked community relationships.*

Specific indicators include the following:

- a. *The governing board models quality and needs-based professional development.*
 - b. *The governing board provides guidance in program assessment and renewal processes.*
 - c. *The governing board has a clear plan for hiring, retaining, supporting and evaluating the school administrator.*
 - d. *The governing board supports the mission/vision of the school by securing strong relationships within the school and with outside agencies.*
2. Have strong, stable, and effective governance that includes well-developed governance documents (bylaws, policies, grievance procedures, conflict of interest disclosure, and human resources policies/procedures).
3. Be able to demonstrate support for replication in the school community.
4. Have incorporated replication into the school's mission, vision, and/or strategic plan.
5. Have a succession and leadership development plan in place.

Replication Plan

The school should have:

1. A financial plan in place for replication that addresses the needs of starting a new school and does not disadvantage students at the original school(s).
2. An educational program whose key features have been identified and can be replicated including school culture, staff development, and data/assessment systems.
3. A clearly defined target population and evidence that demand for the program among the target population exceeds available space.
4. A plan for allocating sufficient human resources for a successful replication without disadvantaging existing schools.

Conclusion

Replication readiness begins with a track record of outstanding achievement and demand that exceeds supply. The school that wishes to replicate is saying 'grant us an additional charter(s) based on our past success and the demand for our school.' When this condition is met, the district still needs to know that the financial and human resources and operational systems are in place to support expansion. The district will need evidence that the school community supports replication and that current students are not disadvantaged. Finally, the school that wishes to replicate needs a vision or plan that describes the desired end state for the organization.

Replication Process

For district charter schools planning to replicate, the following process will be followed:

1. A district charter school may not replicate before its first charter contract renewal, which generally occurs in year 4 of operation.
2. A charter school meeting the operational period requirement must submit evidence of demand for the expansion, which may include demonstrations of community support, student intent to enroll documentation, and other proof of demand for the replication.
3. The replication process also includes meeting with representatives of the Long Range Planning Committee to ascertain location availability and feasibility.
4. The replicating charter school must note any changes from the school's initial charter application in connection with the replication, using the DCSD charter school application and contract formats.
5. Replication Readiness- the charter school will need to meet all the conditions in this replication readiness guidance, which include:
 - a. School Performance
 - b. Effective School Operations
 - c. Governance and Leadership
 - d. Financial Plan

Charter schools that are authorized in another district or by the Charter School Institute (CSI) and seek replication in Douglas County School must apply as a new school, using the standard new school application and process.

CHARTER SCHOOL CONTRACT PROCEDURE

The charter contract renewal process examines a number of factors revealing the health of the charter school. This process is most transparent when it is characterized by the following criteria:

1. Putting the interests of children first;
2. Identifying performance indicators that have been in place for the duration of the contract;
3. Gathering accurate performance, financial and governance data;
4. Undertaking annual performance evaluations;
5. Adopting reasonable academic performance expectations;
6. Considering multiple measures, including comparable school performance, across three or more years;
7. Weighting the evidence based on importance, rather than relying on numeric cut scores;
8. Listening to the points of view of both the district staff and the charter school;
9. Taking into account the number of years that the school has been operating.

Charter school contracts in DCSD will be reviewed for renewal in the year prior to the charter expiration year. The charter school must submit a Charter School Intent to Renew Contract form on or before June 1 of the year prior to the year that the contract expires. See the renewal timeline on the next page for renewal deadlines.

Charter schools are evaluated for renewal based on their yearly Accreditation, financial health, and governance and operations. The charter school Accreditation procedure answers the following key questions that are essential for renewal status:

- Is the educational program a success?
- Are school operations effective and efficient?
- Is the school meeting its legal and other obligations?
- Does the school have excellent governance and leadership?

DCSD Renewal Timeline

Date	Task
Spring of the year prior to the charter's expiration	The parties meet so that the district can explain the renewal process, application format and timeline, and address any questions regarding the process
June 1 of the year prior to expiration	The school formally submits the Intent to Renew letter, renewal narrative and additional data to the Office of Choice Programming
September 1 of the year prior to expiration	Choice programming coordinates site visit to be done by outside reviewers.
No later than November 1 of the year prior to expiration	<p>The school submits the contract appendix documents to the Office of Choice Programming which includes:</p> <ol style="list-style-type: none"> 1. Board Conflict of Interest form 2. ESP Agreement, if applicable 3. Request for Automatic Waivers of State Laws 4. Request for Additional Waivers of State Laws (if any) 5. Request for additional Waivers of District Policy (if any) 6. Enrollment Preferences, Methods, Timelines and Procedures
November 15 of the year prior to expiration	District staff submits to the superintendent's cabinet a renewal review and supporting data.
Prior to December district board meeting	District staff reviews the renewal recommendation and adds additional information as needed

December	District board of education meeting: 1. Board asks questions and requests clarifications as needed. 2. Charter school responds to the staff report and recommendation. 3. Charter parents and other interested persons may address the board.
Prior to January district board meeting	District staff sends any additional written information and clarifications to the board of education
No later than February 1	District board of education acts by resolution to approve or deny the request to renew the charter
No more than 30 days after the district board decision	A notice of appeal may be filed with the State Board of Education
No more than 60 days after the notice of appeal has been filed	The State Board of Education holds a hearing and makes a decision to uphold the district's decision or remand the decision back to the district for reconsideration

CHARTER SCHOOL ACCREDITATION PROCEDURE

Schools are required to be accredited through an Accreditation Process yearly. The Accreditation process for district charter schools mirrors the district procedure for our neighborhood schools, and is as follows:

Charter School Accreditation for High Performing Schools-

Accredited with Distinction- the school meets or exceeds state expectations for attainment on the performance indicators and is required to adopt and implement a performance plan;

Accredited with Performance Plan- the school meets state expectations for attainment on the performance indicators and is required to adopt and implement a performance plan;

Main Accreditation Documentation-

1. Current School Performance Frameworks
2. Current Unified Improvement Plan

Supporting Accreditation Documentation-

1. Documentation of yearly and one time compliance e-Trainings
2. Crisis Management Documents:
 - Complete Team Documents
 - School Crisis Management Plan
 - School Safety Drill Logs
3. SAC Compliance Documents
4. Parent Surveys
5. Facility Inspection
6. Data Submission Timeline documents (i.e. audit, financials, Monitoring Report)

Supporting Information from the Office of Choice Programming

1. Contract Compliance
2. Data Submission Timeline Deadlines

Charter School Accreditation for Low-Performing Schools-

Accredited with Improvement Plan- the school has not met state expectations for attainment on the Performance Indicators and is required to adopt and implement an improvement plan;

Accredited with Priority Improvement Plan- the school has not met state expectations for attainment on the Performance Indicators and is required to adopt and implement a priority improvement plan.

Main Accreditation Documentation-

1. Current School Performance Frameworks
2. Current Unified Improvement Plan
3. District Charter School Team Visit

Supporting Accreditation Documentation-

1. Documentation of yearly and one time compliance e-Trainings
2. Crisis Management Documents:
 - Complete Team Documents
 - School Crisis Management Plan
 - School Safety Drill Logs
3. SAC Compliance Documents
4. Parent Surveys
5. Facility Inspection
6. Data Submission Timeline documents (i.e. audit, financials, Monitoring Report)

Supporting Information from the Office of Choice Programming-

1. Contract Compliance
2. Data Submission Timeline Deadlines

Charter School Accreditation for Schools on Turnaround-

Accredited with Turnaround Plan- the school has not met state expectations for attainment on the Performance Indicators and is required to adopt and implement a turnaround plan.

Main Accreditation Documentation-

1. Current School Performance Frameworks
2. Current Unified Improvement Plan
3. One-on-one meetings with school staff conducted by System Performance Office Staff
4. Possible District Charter School Team Visit
- 5.

Supporting Accreditation Documentation-

1. Documentation of yearly and one time compliance e-Trainings
2. Crisis Management Documents:
 - Complete Team Documents
 - School Crisis Management Plan
 - School Safety Drill Logs
3. SAC Compliance Documents
4. Parent Surveys
5. Facility Inspection
6. Data Submission Timeline documents (i.e. audit, financials, Monitoring Report)

Supporting Information from the Office of Choice Programming-

3. Contract Compliance
4. Data Submission Timeline Deadlines

Charter School Accreditation for New Schools-

New School Definition-

A new charter school is a school that is in its first, second or third year of operation as a school.

Main Accreditation Documentation-

1. Current School Performance Frameworks (after year one)
2. Current Unified Improvement Plan
3. CSSI Team Visit Report
(District Team Visit if CSSI has not occurred by the end of the 2nd year of operation, or if the charter school has not received a start-up grant)

Supporting Accreditation Documentation-

1. Documentation of yearly and one time compliance e-Trainings
2. Crisis Management Documents:

Complete Team Documents

School Crisis Management Plan

School Safety Drill Logs

3. SAC Compliance Documents
4. Parent Surveys
5. Facility Inspection
6. Data Submission Timeline documents (i.e. audit, financials, Monitoring Report)

Supporting Information from the Office of Choice Programming

3. Contract Compliance
4. Data Submission Timeline Deadlines

CHARTER SCHOOL CLOSURE PROCEDURE

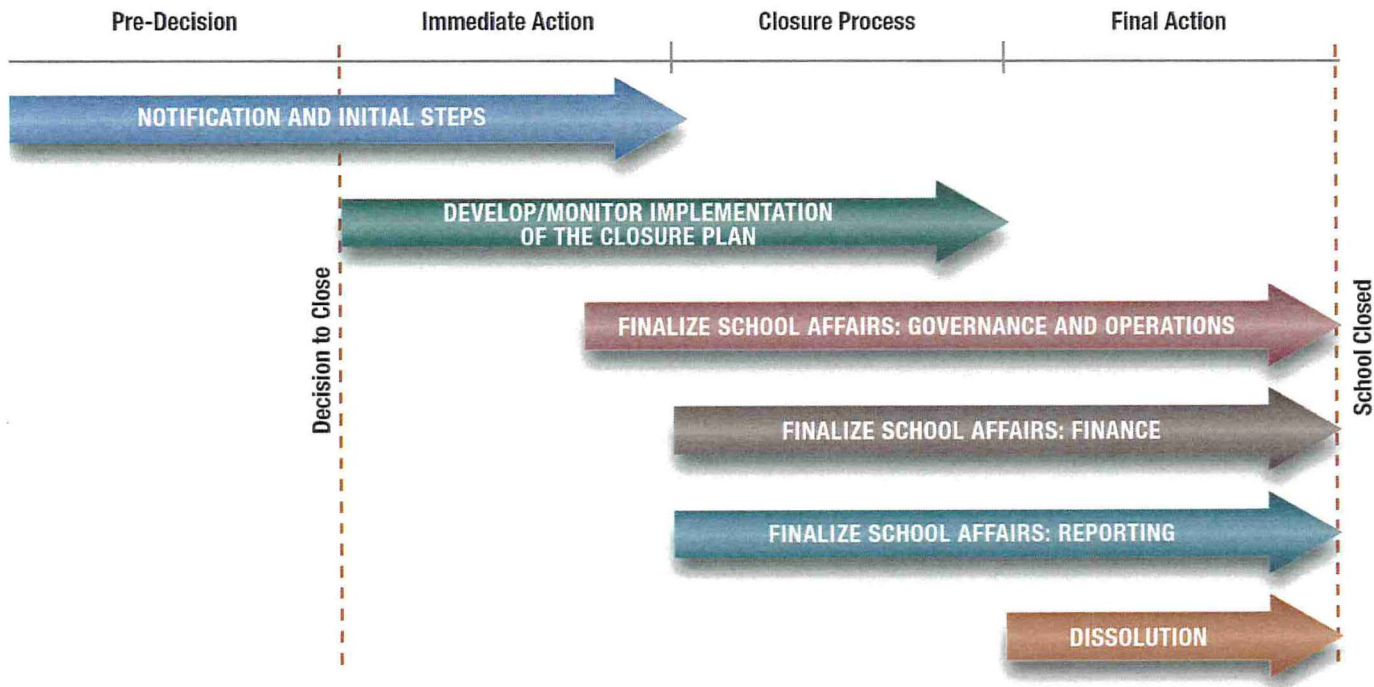
A closure of a charter school contract may occur when a charter school's current contract is set to expire, and the district or the school does not opt to renew the contract.

In addition, in some extreme circumstances the district may opt to revoke a charter school contract prior to expiration.

Closing a charter school is never easy; however, at times it is a necessary process. Evidence of failure in one or more of the following areas may provide the grounds for DCSD to close a charter school:

- Academic Underperformance
- Financial Mismanagement
- Organizational Incompetence
- Non-compliance with state and federal law or district policy
- The best interest of the students at the school

When a charter school is to be closed, timing is extremely important. In order to provide a transparent process, this timeline will be followed:



Notification and Initial Steps

Description of Required Actions	Responsible Party	Completion Date	Status
<p>Notify Parents / Guardians of Closure Decision Within one day of the authorizer’s decision to close the charter school, authorizer staff and charter staff/board collaborate to ensure that parents / guardians are notified regarding the closure decision. Such notification includes:</p> <ol style="list-style-type: none"> 1. If applicable, an explanation of the process for an appeal to the Colorado State Board of Education and possible litigation including the implications for families. 2. Assurance that instruction will continue through the end of the school year or the date when instruction will cease. 3. Assurance that after a final decision is reached, parents/students will be assisted in the reassignment process. 4. FAQ about the charter closure process. 5. Contact information for parents/guardians with questions. 			
<p>Notify School Districts Materially Impacted Within two days of the authorizer’s decision to close the charter school, notify districts materially impacted by the closure decision, including:</p> <ol style="list-style-type: none"> 1. Possible appeals and timeline for final decision. 2. Copy of the letter sent to parents. 3. Closure FAQ. 4. Information about the plan being developed to ensure an orderly closure process.. 5. Contact information for questions. 			
<p>Review Budget</p> <ol style="list-style-type: none"> 1. Review budget to ensure that funds are sufficient to operate the school through the end of the school year, if applicable. 2. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved. 3. Acknowledge that there are unique expenditures associated with closure for both the authorizer and school and that the parties will meet to identify these expenditures and funding sources. 4. Ensure that the school continues to collect revenues included in the school’s budget, if applicable. 			
<p>Meet with Charter School Faculty and Staff Principal and charter board chair meet with the faculty and staff to:</p> <ol style="list-style-type: none"> 1. Discuss reasons for closure, the status of appeals/legal action and likely timeline for a final decision. 2. Emphasize importance of maintaining continuity of instruction through the end of the school year. 3. Discuss plans for helping students find new schools. 			

4. Identify date when last salary check will be issued, when benefits terminate, and last day of work.			
5. Describe assistance, if any, that will be provided to faculty and staff to find new positions.			
Send Additional and Final Notifications Notify parents and affected school districts in writing after key events (e.g., denial of an appeal) and when the closure decision is final. In the letter to parents after the closure decision is final, include: <ol style="list-style-type: none"> 1. The last day of instruction. 2. Any end-of-the-year activities that are planned to make the transition easier for parents and students. 3. Assistance that will be provided to families in identifying new schools. This may include a list of school options, choice fairs, individual meetings with families, and prospective school visitations. 			

Develop/Monitor Implementation of the Closure Plan

Description of Required Actions	Responsible Party	Completion Date	Status
Establish Transition Team, Develop Closure Plan, and Assign Roles Transition team includes: <ol style="list-style-type: none"> 1. Lead person from authorizer staff. 2. Charter school board chair. 3. Lead administrator from the charter school. 4. Lead finance person from the charter school. Develop plan, exchange contact information and assign roles.			
Establish a Schedule for Meetings and Interim Status Reports Agree on a meeting schedule to review progress and interim, written status reports to include: <ol style="list-style-type: none"> 1. Reassignment of students. 2. Return or distribution of assets. 3. Transfer of student records. 4. Notification to entities doing business with the school. 5. The status of the school's finances. 6. Submission of all required reports and data to the authorizer and/or state. 			
Submit Final Report Submit a final report to the authorizer detailing completion of the closure plan.			

Finalize School Affairs: Governance and Operations

Description of Required Actions	Responsible Party	Completion Date	Status
<p>Maintain Identifiable Location Maintain the school's current location through the winding up of its affairs or relocate its business records and remaining assets to a location with operational telephone service that has voice message capability.</p>			
<p>Notify Commercial Lenders / Bond Holders Within 10 days after the final decision on the charter school closure and after all appeals have been exhausted, notify banks, bond holders, etc., of the school's closure and a likely date as to when an event of default will occur as well as the projected date of the last payment by the school toward its debt.</p>			
<p>Terminate EMO /CMO Agreement (if applicable) Review the management agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires.</p> <ol style="list-style-type: none"> 1. The management company should be asked for a final invoice and accounting, including an accounting of any retained school funds and the status of grant funds. 2. The school and the management company should agree upon how the company will continue to provide educational services until the last day of instruction. 3. The school and the management company agree when other services including business services will end. 			
<p>Protect School Assets Protect the school's assets and any assets in the school that belong to others against theft, misappropriation and deterioration.</p> <ol style="list-style-type: none"> 1. Maintain existing insurance coverage on assets, including facility and vehicles, until the disposal of such assets in accordance with the closure plan. 2. Negotiate school facility insurance with entities that may take possession of school facility – lenders, mortgagors, bond holders, etc. 3. Obtain or maintain appropriate security services. Action may include moving assets to secure storage after closure or loss of facility. 			
<p>Maintain Corporate Records Maintain all corporate records related to:</p> <ol style="list-style-type: none"> 1. Loans, bonds, mortgages and other financing. 2. Contracts. 3. Leases. 4. Assets and asset distribution. 5. Grants -- records relating to federal grants must be kept in accordance with 34 CFR 80.42. 6. Governance (minutes, bylaws, policies). 7. Employees (background checks, personnel files). 8. Accounting/audit, taxes and tax status, etc. 			

9. Personnel.			
10. Employee benefit programs and benefits.			
11. Any other items listed in the closure plan.			
Determine where records will be stored after dissolution.			

Finalize School Affairs: Governance and Operations (continued)

Description of Required Actions	Responsible Party	Completion Date	Status
<p>Notify Employees and Benefit Providers Formally notify all employees of termination of employment at least 60 days before closure to include date of termination of all benefits in accordance with applicable law and regulations (i.e. COBRA) and eligibility for Colorado Unemployment Insurance pursuant to any regulations of the Colorado Department of Labor. Notify benefit providers of pending termination of all employees, to include:</p> <ol style="list-style-type: none"> 1. Medical, dental, vision plans. 2. Life insurance. 3. Cafeteria plans. 4. 403(b), retirement plans. 5. PERA. <p>Consult legal counsel as specific rules and regulations may apply to such programs.</p>			
<p>Notify Contractors and Terminate Contracts</p> <ol style="list-style-type: none"> 1. Notify all contractors of school closure. 2. Retain records of past contracts and payments. 3. Terminate contracts for goods and services as of the last date such goods or services will be needed. 			
<p>Transfer Student Records and Testing Material Send student records, including final grades and evaluations, to the authorizer, including:</p> <ol style="list-style-type: none"> 1. Individual Education Programs (IEPs) and all records regarding special education and supplemental services. 2. Student health / immunization records. 3. Attendance record. 4. Any testing materials required to be maintained by the school. 5. Student transcripts and report cards. 6. All other student records. <p>Document the transfer of records to include:</p> <ol style="list-style-type: none"> 1. The number of general and special education records transferred. 2. Date of transfer. 3. Signature and printed name of the charter school representative releasing the records. 			

4. Signature and printed name of the authorizer's representative who receives the records.			
Inventory assets Inventory school assets, and identify items: <ol style="list-style-type: none"> 1. Loaned from other entities. 2. Encumbered by the terms of a contingent gift, grant or donation, or a security interest. 3. Belonging to the EMO/CMO, if applicable, or other contractors. 4. Purchased with federal grants (dispose of such assets in accordance with federal regulations). 5. Purchased with Public Charter School Program startup funds (transfer assets to another charter school within the district or state). Return assets not belonging to school where appropriate documentation exists. Keep records of assets returned.			
Notify Food and Transportation Services and Cancel Contracts Cancel school district or private food and/or transportation services for summer school and the next school year.			

Finalize School Affairs: Finance

Description of Required Actions	Responsible Party	Completion Date	Status
Review and Revise School Budget <ol style="list-style-type: none"> 1. Review the school's budget and overall financial condition. 2. Make revisions that take into account closure and associated expenses while prioritizing continuity of instruction. 3. Identify acceptable use of reserve funds. 			
Maintain IR S 501(c)(3) Status Maintain IRS 501(c)(3) status, including: <ol style="list-style-type: none"> 1. Notify IRS regarding any address change. 2. File required tax returns and reports. 			
Notify Funding Sources / Charitable Partners Notify all funding sources, including charitable partners of school closure. Notify state and federal agencies overseeing the school's grants that the school will be closing.			
List all Creditors and Debtors Formulate a list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. <ol style="list-style-type: none"> 1. This list is not the same as the contractor list, above, but may include contractors. 2. Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. A UCC search should be performed to identify secured creditors. 3. Debtors include persons who owe the school fees or credits, any lessees or sub-lessees of the school, and any person holding property of the school. 			

<p>Notify Creditors Notify all creditors of the school's closure and request a final bill.</p>			
<p>Notify Debtors Contact all debtors and request payment.</p>			
<p>Determine PER A Obligations Contact PERA to determine remaining liabilities for employee retirement program.</p>			
<p>Itemize Financials Review, prepare and make available the following: <ol style="list-style-type: none"> 1. Fiscal year-end financial statements. 2. Cash analysis. 3. Bank statements for the year, investments, payables, unused checks, petty cash, bank accounts, and payroll reports including taxes. Collect and void all unused checks and destroy all credit and debit cards. Close accounts after transactions have cleared.</p>			
<p>Close Out All State and Federal Grants Close out state, federal, and other grants. This includes filing any required expenditure reports or receipts and any required program reports, including disposition of grant assets.</p>			
<p>Prepare Final Financial Statement Retain an independent accountant to prepare a final statement of the status of all contracts and other obligations of the school, and all funds owed to the school, showing: <ol style="list-style-type: none"> 1. All assets and the value and location thereof. 2. Each remaining creditor and amounts owed. 3. Statement that all debts have been collected or that good faith efforts have been made to collect same. 4. Each remaining debtor and the amounts owed. </p>			

Finalize School Affairs: Finance (continued)

Description of Required Actions	Responsible Party	Completion Date	Status
<p>Complete Final Financial Audit Complete a financial audit of the school in accordance with the Charter Schools Act by a date to be determined by the authorizer.</p>			
<p>Reconcile with Authorizer Reconcile authorizer billings and payments, including special education payments or other "lagged" payments. If the school owes the authorizer money, it should list the authorizer as a creditor and treat it accordingly.</p>			

Finalize School Affairs: Reporting

Description of Required Actions	Responsible Party	Completion Date	Status
Prepare End-of-Year Reports Prepare and submit all required end-of-year reports to the authorizer.			
Prepare Final Report Cards and Student Records Notice Provide parents / guardians with copies of final report cards and notice of where student records will be sent along with contact information.			

Dissolution

Description of Required Actions	Responsible Party	Completion Date	Status
<p>Dissolve the Charter School</p> <ol style="list-style-type: none"> The charter school board adopts a resolution to dissolve that indicates to whom the assets of the non-profit corporation will be distributed after all creditors have been paid. Unless otherwise provided in the bylaws, the members (if any) or board votes on the resolution to dissolve. A non-profit corporation is dissolved upon the effective date of its articles of dissolution. (C.R.S. 7-134-103). 			
<p>Notify the Secretary of State</p> <p>After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth:</p> <ol style="list-style-type: none"> The name of the non-profit corporation. The address of the non-profit corporation's principal office. The date dissolution was authorized. If dissolution was authorized by the directors, a statement to that effect. If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve. Such additional information as the Secretary of State determines is necessary or appropriate. 			
<p>Notify Known Claimants</p> <p>Give written notice of the dissolution to known claimants within 90 days after the effective date of the dissolution.</p>			
<p>End Corporate Existence</p> <p>A dissolved non-profit corporation continues its corporate existence, but may not carry on any activities except as is appropriate to wind up and liquidate its affairs, including:</p> <ol style="list-style-type: none"> Collecting its assets. Transferring, subject to any contractual or legal requirements, its assets as provided in or authorized by its articles of incorporation or bylaws. Discharging or making provision for discharging its liabilities. Doing every other act necessary to wind up and liquidate its assets and affairs. (C.R.S. 7-134-105). 			
<p>Notify IRS</p> <p>Notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the authorizer.</p>			

“Sample Resolution for Non-Renewal”

Be it RESOLVED:

That the **CHARTER AUTHORIZER BOARD**, in accordance with **CHARTER SCHOOL STATUTE AND/OR REGULATION, AND RENEWAL POLICY**, hereby declines to renew the public school charter granted to the following school effective **DATE**, based upon the information presented by the **CHIEF EXECUTIVE/STAFF** regarding the school’s performance, and as recommended by the **CHIEF EXECUTIVE/STAFF**:

NAME OF SCHOOL

Location: **CITY**

Number of Students: **XXX**

Grade levels: **X THROUGH X**

Provided, that the non-renewal of the charter shall be conditional on the right of **NAME OF CHARTER SCHOOL** to request an **APPEAL** in accordance with **APPROPRIATE LAW AND/OR REGULATION**; provided further, that any such request for a hearing shall be in writing, addressed to the board of Education, and must be received within **XX** days of the school’s receipt of the notice of Board’s action.

If the Board does not receive a request for a hearing from the school within the **X** day period, the Board’s conditional action on non-renewal of the charter shall become final at the end of the **X** day period.

Provided, further, that the **CHARTER AUTHORIZER BOARD** authorizes the **CHIEF EXECUTIVE/STAFF STATUTE/REGULATION AND CLOSURE POLICY/PROTOCOL**, as is determined are necessary to enable the school to complete the current school year and terminate its operation. In connection with determining and imposing such conditions on the school, the **CHIEF EXECUTIVE/STAFF** shall confer with a transition committee that shall be established in consultation with parents of students at the **NAME OF CHARTER SCHOOL** and community leaders.

“Sample Resolution for Charter Revocation”

Be it RESOLVED:

That the **CHARTER AUTHORIZER BOARD**, in accordance with **CHARTER SCHOOL STATUTE AND/OR REGULATIONS**, hereby, revoke the public school charter granted to **NAME OF SCHOOL** effective **DATE**, based upon the information presented by the **CHIEF EXECUTIVE/STAFF** regarding the school’s performance.

Provided, that the revocation of the charter shall be conditional on the right of the board of trustees of **NAME OF SCHOOL** to request an administrative hearing in accordance with **CHARTER SCHOOL STATUTE AND REGULATIONS** provided further, that any such request for a hearing shall be in writing, addressed to the **CHARTER AUTHORIZER BOARD’S** action. If the **CHARTER AUTHORIZER BOARD** does not receive a request for a hearing from the school with the **X** day period, the **CHARTER AUTHORIZER BOARD’S** conditional action on revocation of the charter shall become final at the end of the **X** day period.

Provided, further, that the **CHARTER AUTHORIZER BOARD** authorizes the **CHIEF EXECUTIVE/STAFF** to impose such conditions on the school and its board of trustees, in accordance with **CHARTER SCHOOL STATUTE/REGULATION AND CLOSURE POLICY/PROTOCOL**, as is determined are necessary to enable the school to complete the current school year and terminate its operations. In connection with determining and imposing such conditions on the school, the **CHIEF EXECUTIVE/STAFF** shall confer with a transition committee that shall be established in consultation with parents of students at the **NAME OF CHARTER SCHOOL** and community leaders.

CHARTER SCHOOL APPROVAL OF ADDITIONAL ENROLLMENT PROCEDURE

Charter schools planning to increase enrollment in the school's approved grade levels as set forth in their charter school contracts must submit a letter outlining the expansion to the district for approval by the DCSD Board of Education.

CHARTER SCHOOL PURCHASE SERVICE CONTRACT PROCEDURE

Charter schools can purchase a number of services from the district. The services offered to charter schools are set forth in the Purchased Service Contract, provided to charter schools each February for the next school year.

CHARTER SCHOOL SPECIAL EDUCATION SERVICES PROCEDURE

Charter schools generally provide for their own staffing for special education need in Douglas County.

CHARTER SCHOOL DATA SUBMISSION Benchmarks

Charter schools must submit certain academic, staffing and financial data to the district on an ongoing basis. The Office of Choice Programming maintains Data Submission Benchmarks in Charter.tools, which is available to all charter schools.

ATTACHMENT 14: LEARNING CENTER DESCRIPTION AND LOCATIONS

SEE ATTACHED.

ATTACHMENT 14
Learning Center Description

HOPE offers a blended learning model in which students’ access their online curriculum at Learning Centers hosted by community-based organizations. Learning Centers are safe, supportive environments able to accommodate the diverse needs of neighborhood students; Learning Centers provide the family feel that is not typically found at large, traditional middle and high schools. Students attend Learning Centers 5 days a week, rotating between individualized online instruction and offline intervention led by certified teachers and assisted by community mentors. A complete list of HOPE learning centers is maintained on HOPE’s website at <https://www.hopeonline.org/learning-centers/locations> .

Learning Centers are defined in C.R.S. 22-30.7-102(4): "Learning center" means a facility in which a consistent group of students meets more often than once per week under the supervision of a teacher or mentor for a significant portion of a school day for the purpose of participating in an online program. A group of parents and students meeting repeatedly, occasionally, and informally, even if facilitated by a school, shall not constitute a "learning center", and a private home shall not be considered a "learning center" under any circumstances.

In 2020/2021, over 1,000 students in grades 6-12 attend one of 14 Learning Centers located within the eleven school districts where an agreement with HOPE exists.

HOPE Learning Centers 2020/2021	
Action Learning Academy	Aurora
Alpha Learning Academy- Middle School	Pueblo
Alpha Learning Academy- High School	Pueblo
Brighton Leadership Academy	Brighton
Choice Academy	Pueblo
Front Range Academy	Broomfield
Glenn R. Jones Learning Academy- North	Westminster
Glenn R. Jones Learning Academy- South	Englewood
Maranatha Learning Center	Denver
New Heights Academy	Federal Heights
New Hope Academy	Greeley
P.E.A.K. Academy	Lakewood
Power Academy at Park Hill	Denver
Titan Academy	Grand Junction
World Impact Academy	Commerce City