



July 1, 2019 – June 30, 2024

**BEN FRANKLIN ACADEMY  
Charter School  
Contract**

*Approved by Douglas County School District's Board of Education  
on April 2, 2019*

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**CHARTER SCHOOL CONTRACT  
BEN FRANKLIN ACADEMY**

This Charter School Contract ("Contract or Charter Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Douglas County School District RE-1** (the "District") and **Ben Franklin Academy**, a public charter school organized as a Colorado non-profit corporation (the "School") (collectively, the "Parties").

**RECITALS**

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

WHEREAS, on or before September 1, 2018, a renewal application was submitted by **Ben Franklin Academy** asking the District to renew its charter contract for a period of five (5) years; and

WHEREAS, on January 8, 2019, the District Board of Education ("District Board") adopted a resolution approving the School's charter school renewal for a term of five (5) years (the "Resolution", attached hereto and incorporated by reference herein as **Attachment #1**).

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

**SECTION ONE: ESTABLISHMENT OF SCHOOL**

**1.1 Term; Conditions Precedent.**

- A. This Contract is effective as of July 1, 2019, and shall continue through June 30, 2024. Although this Contract renews the operation of the School for an additional period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. A School Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal of the application.

**1.2 Charter School Corporate Status.**

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

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

regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials. 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. **Records.** The School agrees to comply with all federal, state, and District record keeping and reporting requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The School’s obligation herein includes maintaining up-to-date information about enrolled students in the District’s student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be reported online in accordance with the Financial Transparency Act and any other federal and state laws addressing financial transparency and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.



B. Notification Provided to the District.

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

- a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or
- b) Any complaints filed against the School by any governmental agency including, but not limited to OCR, CCRD, and EEOC.

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

- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;
- b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
- c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7 and other relevant laws as required.
- d) Misappropriation of funds;
- e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
- f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.

C. Compliance. The School shall comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 4.5. A list of some but not all, of the federal and state laws with which the School must comply are listed in **Attachment 2**. Lack of inclusion in **Attachment 2** does not excuse noncompliance or non-performance by the School.

D. 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.

- E. **Reports.** The School shall provide to the District in a timely manner any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide any report containing material information within ten (10) calendar days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.1. If any date identified in this Section and its Subsections falls on a Saturday, Sunday or a legal holiday, the report shall be due on the next following business day.
- i. **Reports Related to Accreditation.** The School shall provide the District all required documents set forth on the Data Submission timeline that include but are not limited to: (1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results, including evidence the School met, exceeded, or made reasonable progress toward meeting its objectives; (4) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with the Every Student Succeeds Act (“ESSA”), if required by CDE or the District; (5) a description of the District services provided to the School and their effectiveness and efficiency; and (6) Colorado Department of Education annual report requirements not otherwise listed above.
- ii. **Financial Reports and Reporting of Enrollment Projections.** School shall submit required financial reports and enrollment projections as indicated in the timeline below and as otherwise required by this Contract or applicable law. Required financial reports shall be submitted in a format requested by District and in accordance with C.R.S. §§ 22-44-301 *et seq.*
- a) Proposed 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 School 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. 1<sup>st</sup> Quarter by October 31;
- b. 2<sup>nd</sup> Quarter by January 31;
- c. 3<sup>rd</sup> Quarter by April 30; and
- d. 4<sup>th</sup> 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.

i) Certification of Non-Commingling: Consistent with Section 7.9 of this Charter Contract, 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.

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

iv. 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.

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

vi. 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.

vii. 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.

viii. 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.

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

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

H. District-School Dispute Resolution Procedures. In the event any dispute arises between the District and the School concerning this Contract, and are 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 disputes 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 pursuant to this procedure within 30 days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the Boards of the School and the District for their consideration. The submission to the Boards shall be made in writing to the other party and to the Board Presidents for delivery to the Boards, no later than 40 days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both Boards are required to place the item on the agenda at the earliest meetings for discussion by the respective Boards. The Board Presidents are required to inform each other in writing, the resolution proposed by their respective Board's within 10 days after the board meeting at which the item is discussed. The Presidents of the Boards may elect to meet to identify possible solutions.
- iv. In the event that the matter is not resolved by the Boards, then the matter may be submitted to mediation by notice given by the requesting party (the "moving party") in writing to the other party within thirty (30) days following the Board meetings. The 30 days shall be determined by the date of the last Board meeting at which the matter is discussed.
- v. If a Party requests mediation, the Parties shall submit the matter to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following the moving party's written request for mediation. If the parties are unable to agree upon a mediator within that time, the Parties shall jointly obtain a list of available mediators from the Judicial Arbiter Group, Denver, Colorado and have it delivered to the non-moving party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.
- vi. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the District Board shall be final; provided, however, that the School may appeal to the State Board concerning those matters within the State Board's jurisdiction in accordance with governing law.

- I. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in material (as opposed to merely technical) violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection J below.
  - i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).
  - ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
  - iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from a provider if the School is required to prepare and implement a priority improvement plan or turnaround plan. If the School has an education management provider, the School shall seek technical assistance from a provider other than the School's education management provider.
  - iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.
- J. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in the following process:
  - i. The District shall give the School written notice of 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.I (i) through (iv).
- K. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.H, file an appeal with the State Board, or seek other remedies provided by law.
- L. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

### **SECTION THREE: SCHOOL GOVERNANCE**

#### **3.1 Governance.**

The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 2.2.G of this Contract. As used herein, a "material modification" shall include a modification that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

#### **3.2 Corporate Purpose.**

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

#### **3.3 Strategic Planning.**

The School shall undergo yearly strategic planning and shall hold yearly strategic planning sessions(s) to update the School's Strategic plan and to adopt a plan for the term of the Charter Contract which shall be shared with the District's Choice Programming Office and parents of students enrolled in the School. The first strategic planning session held pursuant to this Contract must be held no later than May 19, 2019.

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

### **3.6 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. If the School will be providing food service, the School shall provide free and reduced price meals to needy students in accordance with applicable federal and state law and District policy.

**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.
- 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 June 1 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) 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(s) from state law and regulations, then District Board agrees to jointly request waiver of the state laws and regulations that are listed in **Attachment 6**. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The

District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. State Board approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action. Any such requests for waivers must include a replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District Policies.

- i. Applicable Waivers Pending CASB Policy Update and District's Board Adoption After Policy Review. District and School agree that waivers in place for the current 2018-19 school year attached at **Attachment 7** shall be carried over and enforced during the period of time when District undertakes a comprehensive policy review with the assistance of the Colorado Association of School Boards (CASB), should such comprehensive policy review be incomplete as of the date Parties have entered into this agreement. Notice of all policy additions and policy revisions will be provided by District to School no later than fifteen (15) calendar days after completion of the Board's action on the comprehensive policy review with CASB. Thereafter, School agrees to submit a request for waivers of District policy within sixty (60) calendar days. 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 replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required and to the extent School seeks and/or is waiving out of District policies, School shall submit replacement policies with its request for waivers. 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 replacement plan 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 replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required and to the extent School seeks and/or is waiving out of District policies, School shall submit replacement policies with its request for waivers.

#### **4.6 Bidding Requirements.**

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

#### **4.7 Traffic Planning.**

Traffic issues and congestion are a common problem for Charter Schools and the neighborhoods that surround Charter Schools. Charter School site location and the process of student loading and unloading is critical for safe and efficient traffic operations both on school property and the surrounding roadway network. Charter School staff, parents and students need to be aware of this reality and participate in providing a safe and organized flow of traffic. To that end, a Transportation Management Plan (TMP) shall be developed by the Charter School administration staff and a Professional Traffic Engineer or Traffic Planner, with any assistance that the local government jurisdiction is willing to provide. If required by law and/or local governmental regulatory authority or requirements, the Charter School administration shall seek approval of the TMP by the local government jurisdiction. The TMP shall serve as the framework for morning drop-off and afternoon pick-up operations. The elements of the TMP will be used to develop the Charter School's Traffic Impact Analysis which identifies area roadway network improvements necessary to accommodate the traffic generated by the school. Components of the TMP shall include, as applicable:

- a list of TMP related contacts (school staff)
- loading zone information and operation
- communication information and operation

- volunteer policies and training
- walk-in/bike-in procedures
- rules/regulations and fines
- parking management including special event parking and any agreements in place for off-site parking
- inclement weather procedures and guidelines
- busing information and operations
- alternative strategies to be invoked if/when original strategies become unsuccessful.

The TMP shall be adhered to by the Charter School and must be readily available to all parents and students. Any physical changes to the school site (such as building expansion, parking lot revision, stacking lane revision, etc.) or changes in enrollment will require an amendment to the TMP, in addition to local government land use approvals. TMP's and Traffic Impact Analyses are site specific, therefore, if a Charter School changes locations, a new TMP and Traffic Impact Analysis will be required. Any amendments to the TMP shall be coordinated with and approval sought from the local government jurisdiction.

## **SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS**

### **5.1 School Grade Levels.**

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

### **5.2 Student Demographics.**

As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs within the District average, taking into account the demographics of other public schools within a reasonable proximity to the School. The Parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 9**.

### **5.3 Maximum and Minimum Enrollment.**

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both Parties.

### **5.4 Eligibility for Enrollment.**

The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade

requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. § 22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable state and federal law and policy.

**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.
- 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. 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. 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 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 another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

#### **5.8 Non-Resident Admissions.**

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the District. The School shall handle denial of admission in a manner consistent with state law and District policy/regulations. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

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

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

#### **5.11 Continuing Enrollment.**

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

### **SECTION SIX: EDUCATIONAL PROGRAM**

#### **6.1 Vision.**

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

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

#### **6.2 Mission.**

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

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

### 6.3 Goals, Objectives, and Pupil Performance Standards.

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

- A. Accreditation. The School shall be accredited in accordance with written District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §§ 22-7-101 *et seq.*; the Education Reform Act, C.R.S. §§ 22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §§ 22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §§ 22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of “exceptional children” as defined in such rules, unless waived.
- B. Identification for Support and Improvement Under ESSA. If the School has been identified or targeted for support and improvement, they must promptly address the areas identified as deficient.
- C. 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 characteristics of its educational program, subject to modification with the District’s written approval, which approval shall not be unreasonably withheld, conditioned, or delayed:

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

**6.5 GED and On-Line Programs.**

The School’s educational program as contained in the application and currently operated and as reviewed by the District does not include an on-line program pursuant to C.R.S. §§ 22-33-104 *et seq.*, or a GED and the School is accordingly prohibited from offering such online or GED programs.

**6.6 Curriculum, Instructional Program and Pupil Performance Standards.**

- A. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School’s vision and mission.
- B. With respect to each subject area not tested under the state’s standardized testing program for which the District has developed embedded assessments designed to measure achievement of standards, the School shall notify the Lead Administrator in writing prior to July 1 of the fiscal year following the fiscal year in which such embedded assessments were developed as to whether it will use the District’s embedded assessments or whether it will use its own embedded assessments. If the School intends to use its own embedded assessments, it shall submit its proposed assessment program for review with its written notice to the Lead Administrator. If the School uses the District’s embedded assessments, it shall adhere to all District timelines for developing (if applicable) and administering assessments.

## **6.7 Tuition and Fees.**

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2) and C.R.S. § 22-54-109, other than for PRE-K, full-day kindergarten programs, before and after school programs or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. § 22-32-110(1)(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. 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. 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. The District shall provide a menu of special education support services to the School, allowing the school to choose the best option to meet the needs of its students with disabilities. 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 generally 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 School's special education teachers may participate in monthly staff meetings sponsored by the District and newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and be supported by a mentor selected by the District throughout the first year of employment.
- I. 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.
- J. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

#### **6.10 Extracurricular and Interscholastic Activities.**

Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with state law with the District schools of charter-enrolled students seeking to participate in activities not otherwise sponsored by the School. The student may try out at the school in the District designated by

the District in accordance with the law and applicable Colorado High School Activities Association “CHSAA” rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

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

**6.11 Collaboration with District.**

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

**SECTION SEVEN: FINANCIAL MATTERS.**

**7.1 Revenues.**

A. Funding.

- i. The District shall provide funding to the School in an amount equal to 100% of the District’s Per Pupil Revenue (PPR) (which is currently \$7848) as the same may be established from year to year, adjusted in accordance with the State Finance Act or other matters impacting the PPR for each student enrolled in the School. So long as the School is not in material breach of this Contract, this funding will be made available to the School in twelve (12) monthly installments, commencing July of each fiscal year. Funds shall be disbursed within five (5) business days of being received by the District. If the School fails to open during any school year, those funds paid to the School prior to October 1 shall be refunded by the School to the District. The term “enrolled” as used in this provision shall be deemed to mean enrolled as of the official counting dates or periods and in accordance with the School Finance Act of 1994, found at C.R.S. §§ 22-54-101 *et seq.* and the State Department of Education regulations. If the State Auditor disallows counting of some of the School’s students, then its funding for a following school year will be reduced by the same amount.

- ii. In addition to the foregoing provisions, to the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to the School's funding by adjustment or set-off in subsequent months.
- iii. On or before March 15 of each year of the charter, the School and the District will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the District's and the School's budget development and adoption processes. In future fiscal years, it is agreed that the amount of funding provided to the School from the District shall not be less than that required by law or as may be agreed to by the Parties.
- iv. The School will be able to apply for federal and state grant funds under the same conditions as other District schools, including approval by the District's Grant Coordinator. If requested, the District will provide special education services in accordance with such fees, as may be agreed to between the Parties. Any state reimbursement for transportation of special needs students by the District will be retained by the District.
- v. The funding of that portion of the PPR paid by the District to the School shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor reduced by an appropriate proportionate reduction in state equalization support as a result of legislative action, payable in 12 equal monthly payments. This amount shall not be increased or decreased due to any change in monthly enrollment during the year. 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.i.

### **7.4 Enrollment Projections.**

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 5 percent (5%) of the official membership for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Sections 7.1 and 7.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

### **7.5 TABOR Reserve.**

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

### **7.6 Contracting.**

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

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



- B. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board.

**7.7 Annual Audit and Trial Balance.**

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

**7.8 Quarterly Reporting.**

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

**7.9 Non-Commingling.**

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

**7.10 Loans.**

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

**7.11 District Loans.**

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

## **SECTION EIGHT: PERSONNEL**

### **8.1 Employee Status.**

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

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

### **8.2 Affordable Care Act.**

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

### **8.3 PERA Membership.**

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

### **8.4 Equal Opportunity Employer.**

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

### **8.5 Employee Welfare and Safety.**

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

## **8.6 Employee Records.**

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

## **8.7 Employee Conduct.**

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

## **SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT**

### **9.1 Direct Costs.**

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-1 12(2)(b.5). Such negotiations shall be concluded by March 30 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate written agreement, such costs are reflected in the applicable DCSD Purchased Services Agreement as amended yearly. A copy of the DCSD Purchased Services Agreement for the 2019-2020 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 School Facility.**

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 5 business days of closing, refinancing or leasing. The School has or shall comply with C.R.S. § 22-32-124, and shall obtain all

applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above. If the School leases or owns other property, they will be fully responsible for that property.

#### **10.2 Use of District Facilities.**

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

#### **10.3 Long-Range Facility Needs.**

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

#### **10.4 Location Subject to District Approval.**

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

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

#### **11.1 Renewal Timeline and Process.**

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

#### **11.2 Renewal Application Contents.**

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

### **11.3 Criteria for Renewal or Non-Renewal and Revocation.**

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

- A. Pursuant to C.R.S. § 22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. § 22-11-406(3).
- C. The District shall comply with all guidelines found in C.R.S. § 22-30.5-110 and any other relevant provisions regarding renewal, non-renewal and revocation.

### **11.4 Termination and Appeal Procedures.**

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

### **11.5 School-Initiated Closure.**

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

### **11.6 Dissolution.**

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

School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

**11.7 Return of Property.**

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

**SECTION TWELVE: GENERAL PROVISIONS**

**12.1 Order of Precedence.**

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

**12.2 Amendments.**

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

**12.3 Merger.**

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

**12.4 Non Assignment.**

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

**12.5 Governing Law and Enforceability.**

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

**12.6 No Third-Party Beneficiary.**

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

**12.7 No Waiver.**

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

**12.8 Notice.**

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (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.

**[SPACE BELOW INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**



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

**BEN FRANKLIN ACADEMY,**  
A Colorado Non-Profit Corporation

By: \_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Directors

**DOUGLAS COUNTY SCHOOL DISTRICT RE-1**

By: David Ray  
David Ray  
President, Board of Education

Date: 4/4/19

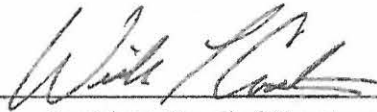
**ATTEST:**

Krista Holtzmann  
Krista Holtzmann,  
Secretary, Board of Education




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

**BEN FRANKLIN ACADEMY,**  
A Colorado Non-Profit Corporation

By:   
President, Board of Directors

Date: April 8, 2019

ATTEST:

  
Secretary, Board of Directors

**DOUGLAS COUNTY SCHOOL DISTRICT RE-1**

By: \_\_\_\_\_  
David Ray  
President, Board of Education

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Krista Holtzmann,  
Secretary, Board of Education

**ATTACHMENT 1: DISTRICT BOARD RESOLUTION CONCERNING RENEWAL APPLICATION**

See attached Resolution.

**RESOLUTION OF THE BOARD OF EDUCATION  
OF  
DOUGLAS COUNTY SCHOOL DISTRICT, RE.1**

**CONCERNING THE BEN FRANKLIN ACADEMY CHARTER SCHOOL RENEWAL  
APPLICATION**

WHEREAS, in 2010, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the “Act”), the Board of Education (“Board”) of Douglas County School District RE-1 (the “District”) granted a charter to Ben Franklin Academy (“School”); and

WHEREAS, on or before September 1, 2018, the School submitted to the District an Intent to Renew Contract Form to 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 13, 2018, the School presented additional information to the Board regarding the Renewal Application and responded to questions from the Board; and

WHEREAS, the Board has thoroughly considered the Renewal Application, the Act, District policy, the District Manual, oral and written submissions from the School and the public, and recommendations of District staff.

NOW THEREFORE, BE IT RESOLVED by the Board that the School’s charter is hereby renewed for a 5-year term, subject to and pending satisfaction of the following condition:

1. 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 standard terms and conditions, including, but not limited to:

- a provision requiring the School to use the District’s open enrollment tool beginning in the 2020-2021 school year (for enrollment in the 2021-2022 school year);
- a mutual agreement with regard to the School’s request for non-automatic waivers from state statutes and District policies;
- a provision requiring the School to maintain an accreditation rating of Improvement or Performance in accordance with CDE standards as they may be amended from time to time during the term of contract;

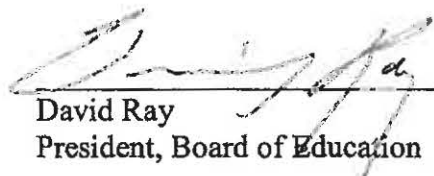
- a provision requiring the School to undergo a strategic planning session no later than May 31, 2019 to update the School's strategic plan and to adopt a plan for the term of the charter to be shared with the Choice Programming Office and parents of students enrolled in the School;
- a provision requiring the School to conduct regular staff, parent, and student satisfaction surveys and to share de-identified, aggregated results with the School community and the Choice Programming Office;
- a provision requiring the School to submit timely and accurate financial reporting to the District and to comply with state financial transparency laws by, among other things, posting all school financial information and audits on the School website in a timely manner;
- a provision requiring the School to provide to the Choice Programming Office monthly minutes of the School's school accountability committee meetings; and
- 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.

This conditional approval 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.

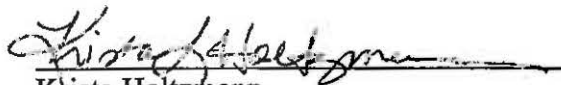
Approved and adopted this 8<sup>th</sup> day of January, 2019.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By:

  
\_\_\_\_\_  
David Ray  
President, Board of Education

Attest:

  
\_\_\_\_\_  
Khista Holtzmann  
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**



## 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-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.  
\_\_\_\_ No    \_\_\_\_ Yes

### **Conflicts**

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

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

Not applicable       Yes

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

None       Yes

**Please specify Disclosures for Schools Contracting with an Educational Service Provider**

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

Not applicable       Yes

**Conflicts for Schools Contracting with an Educational Service Provider**

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

Not applicable       Yes

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

Not applicable       Yes

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

I affirm

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **ATTACHMENT 4: EDUCATION MANAGEMENT PROVIDER (EMP) AGREEMENT REQUIREMENTS**

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

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

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

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

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

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

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

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

## ATTACHMENT 5: AUTOMATIC WAIVERS OF STATE LAWS

The following automatic waivers have been granted to all charter schools by state law. No documentation is required by the state for these waivers.

### Automatic Waiver List as of 6/2/2017

#### State Statute Citation Description

<i>22-32-109(1)(f), C.R.S.</i>	Local board duties concerning selection of staff and pay
<i>22-32-109(1)(t), C.R.S.</i>	Determine educational program and prescribe textbooks
<i>22-32-110(1)(h), C.R.S.</i>	Local board powers-Terminate employment of personnel
<i>22-32-110(1)(i), C.R.S.</i>	Local board duties-Reimburse employees for expenses
<i>22-32-110(1)(j), C.R.S.</i>	Local board powers-Procure life, health, or accident insurance
<i>22-32-110(1)(k), C.R.S.</i>	Local board powers-Policies relating the in-service training and official conduct
<i>22-32-110(1)(ee), C.R.S.</i>	Local board powers-Employ teachers' aides and other non-certificated personnel
<i>22-32-126, C.R.S.</i>	Employment and authority of principals
<i>22-33-104(4), C.R.S.</i>	Compulsory school attendance-Attendance policies and excused absences
<i>22-63-301, C.R.S.</i>	Teacher Employment Act- Grounds for dismissal
<i>22-63-302, C.R.S.</i>	Teacher Employment Act-Procedures for dismissal of teachers
<i>22-63-401, C.R.S.</i>	Teacher Employment Act-Teachers subject to adopted salary schedule
<i>22-63-402, C.R.S.</i>	Teacher Employment Act-Certificate required to pay teachers
<i>22-63-403, C.R.S.</i>	Teacher Employment Act-Describes payment of salaries
<i>22-1-112, C.R.S.</i>	School Year-National Holidays

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

(Attachment 6 includes Ben Franklin Academy's discussion of automatic waivers and requests for non-automatic waivers of state laws.)

**I. Request for Automatic Waivers from Colorado State Statutes for Ben Franklin Academy.**

**C.R.S. §22-1-112 School Year – National Holidays (Automatic Waiver)**

**Rationale:** Ben Franklin Academy's ("BFA") Administration and Governing Board retain the responsibility to develop their own school calendar. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District ("DCSD") Board of Education to the BFA Principal and Governing Board.

**Plan:** BFA Administration develops a calendar that is approved by the BFA Governing Board. BFA meets or exceeds state requirements of instructional hours and/or days for students and staff.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

**C.R.S. §22-32-109 (1)(f) Local Board Duties Concerning Selection of Personnel and Pay (Automatic Waiver)**

**Rationale:** BFA Administration is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the DCSD Board of Education to the BFA Principal and Governing Board. The financial success of BFA depends in large part to its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-32-109(1)(t) Board of Education-Specific Duties, Grants Board of Education Authority to Determine the Educational Programs to be Carried on in Schools of the District and to Prescribe Textbooks (Automatic Waiver)**

**Rationale:** The BFA Charter Contract with the DCSD Board of Education authorizes BFA to use the Core Knowledge Sequenced-based curriculum for all academic programs.

**Plan:** BFA follows the Core Knowledge scope and sequence framework document as developed by the Core Knowledge Foundation. Select curriculum is used within this framework to ensure that

BFA meets or exceeds state requirements regarding state standards or Common Core Standards.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

**C.R.S. §22-32-110(1)(h) Local Board Powers Concerning Employment Termination of School Personnel (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board. The success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-32-110(1)(i) Local Board Duties-Reimburse Employees for Expenses (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.



**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-32-110(1)(j) Local Board Powers-Procure Life, Health, or Accident Insurance (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-32-110(1)(k) Local Board Powers-Policies Relating the In-Service Training and Official Conduct (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understand BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-32-110(1)(ee) Local Board Powers-Employ Teachers' Aides and Other Non-Certified Personnel (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understand BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-32-126 Employment and Authority of Principals (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing staff, establishing terms of employment, policies, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County Board of Education to BFA. The success of BFA will depend in large part upon its ability to select and employ its own staff and direct that staff in accordance with BFA's educational philosophy and programming.

**Replacement Plan:** BFA is responsible for these matters rather than the District. BFA's Principal and teachers will have the flexibility in structuring professional development and school policies to meet their needs.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-33-104 (4) Compulsory School Attendance-Attendance Policies and Excused Absences (Automatic Waiver)**

**Rationale:** BFA Administration and Governing Board have developed their own attendance policies and excused absences, which are in the BFA Parent/Student Handbook. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board.

**Plan:** All BFA parents have access to the Parent/Student Handbook on the BFA website. Parents sign a contract agreeing to these policies during registration in the fall of each school year.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

**C.R.S. §22-63-301 Teacher Employment, Compensation and Dismissal Act of 1990; Grounds for Dismissal (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that will govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-63-302 Teacher Employment, Compensation and Dismissal Act of 1990; Procedures for Dismissal of Teachers and Judicial Review (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This will ensure that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-63-401 Teacher Employment, Compensation and Dismissal Act of 1990; Teachers Subject to Adopted Salary Schedule (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that will govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-63-402 Teacher Employment, Compensation and Dismissal Act of 1990; License, Authorization or Residency Required in Order to Pay Teachers (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that will govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-63-403 Teacher Employment, Compensation and Dismissal Act of 1990; Payment of Salaries (Automatic Waiver)**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or

delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that will govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

## **II. Additional Request for Waivers of State Laws for BFA**

### **C.R.S. §22-1-110 Effect of Use of Alcohol and Controlled Substances to be Taught**

**Rationale:** BFA is responsible for its own educational, curriculum, field trips, and use of facility policies. BFA must have the ability to choose its own curriculum and other educational complements.

**Plan:** BFA implements its own curriculum/resources to educate its students about the effects of alcohol and controlled substances. BFA has developed its own scope and sequence detailing what will be taught at each grade level.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver will ensure that BFA will continue to stay within the constraints of the BFA budget.

### **C.R.S. §22-2-112(1)(q)(I) Commissioner- Duties**

**Rationale:** BFA is responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with best practices for supervision and evaluation. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the school leader. BFA's 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 its teacher or administrator evaluation ratings as a part of the commissioner's report as required by C.R.S. §22-2-112(1)(q)(I).

**Replacement Plan:** BFA's procedures for evaluating teachers are outlined in the BFA Employee Handbook. BFA's evaluation system will continue to meet the intent of the law as outlined in the

statute. The methods used for BFA's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. BFA will not be required to report its teacher evaluation data through the TSDL collection; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. §22-11-503.5 as this is a nonwaivable statute.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

**C.R.S. §22-7-1014(2)(a) Kindergarten Readiness Assessment**

**Rationale:** BFA should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well being, motor development, social-emotional development, language and comprehension development, and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues throughout the program.

**Replacement Plan:** BFA has a full and half day Kindergarten program that utilizes the Core Knowledge-based curriculum in addition to meeting and exceeding the Common Core/State Standards. All of the domains that are measured as part of the Kindergarten Readiness Assessment are assessed through this curriculum. Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. § 22-7-1014(2)(a).

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

**C.R.S. §22-9-106 Local Board – Performance Evaluation**

**Rationale:** BFA is responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with best practices for supervision and evaluation.

**Replacement Plan:** BFA's procedures for evaluating teachers are outlined in the BFA Employee Handbook.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

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

**Rationale:** BFA Administration and Governing Board retain the responsibility to award and reject all competitive bids for materials and/or services and will retain the role of establishing bid/proposal terms and conditions that govern all procurement transactions. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board. The financial success of BFA depends in large part on its ability to negotiate the terms and conditions to receive a competitive bid.

**Plan:** BFA will use its own terms and conditions concerning competitive bidding.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-32-109(1)(n)(I) Local Board Duties Concerning School Calendar**

**Rationale:** BFA Administration and Governing Board retains the responsibility to develop their own school calendar. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board.

**Plan:** BFA Administration develops a calendar that is approved by the BFA Governing Board. BFA meets or exceeds state requirements of instructional hours and/or days for students and staff.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

**C.R.S. §22-32-109(1)(n)(II)(A) Determine Teacher-Pupil Contact Hours**

**Rationale:** BFA Administration is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. This includes teacher-pupil contact hours. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Administration and Governing Board. The success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. BFA Administration develops a calendar that is approved by the BFA Governing Board. BFA meets or exceeds state requirements of instructional hours and/or days for students and staff.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

**C.R.S. §22-32-109(1)(n)(II)(B) Adopt District Calendar**

**Rationale:** BFA Administration and Governing Board retain the responsibility to develop BFA's school calendar. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal and Governing Board. **Plan:** BFA Administration develops a calendar that is approved by the BFA Governing Board. BFA meets or exceeds state requirements of instructional hours and/or days for students and staff.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** None

**C.R.S. §22-63-201 Teacher Employment, Compensation and Dismissal Act of 1990; Employment – License Required – Exception**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff for Core Content areas meet federal Highly Qualified definitions. All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-63-202 Teacher Employment, Compensation and Dismissal Act of 1990; Contracts in Writing – Duration – Damage Provision**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or



delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-63-203 Teacher Employment, Compensation and Dismissal Act of 1990; Probationary Teachers – Renewal and Non-Renewal of Employment Contract**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that govern their employment at BFA. Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**C.R.S. §22-63-206 Teacher Employment, Compensation and Dismissal Act of 1990; Transfer of Teachers – Compensation**

**Rationale:** BFA is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore, BFA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the BFA Principal. The financial success of BFA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All BFA staff are employed on an at-will basis.

**Plan:** All BFA staff receive an Offer of Employment Letter and a copy of the BFA Employee Handbook, which details the procedures and policies that will govern their employment at BFA.

Each employee signs an Employee Statement of Acknowledgement that states that he/she read and understands BFA employment policies. These policies meet or exceed state requirements.

**Duration of Waiver:** BFA requests that the waiver be for the duration of its contract with the Douglas County School Board. Therefore, the waiver is requested for ten (10) academic years through June 30, 2029.

**Financial Impact:** This waiver ensures that BFA will continue to stay within the constraints of the BFA budget.

**NOTE:** Pursuant to BFA's Charter Contract with DCSD, BFA expressly reserves the right to request additional necessary or appropriate waivers from Colorado State Law and Regulations from DCSD and the Colorado Department of Education.

**Waivers of District Policy in Place for the 2018-19 School Year  
As Reported By District's Choice Programming Office**

GBL, Personnel Records

GMB, Staff Complaints & Grievances

GCA, Professional staff position

GCDA, Professional Professional Staff Recertification

GCG, Professional Staff Probation and Tenure

GCKB, Professional Staff Meetings

GCL, GCL-A, Professional Staff Development

GCPA, Reduction in Professional Staff Workforce

JICA, Student Dress

**ATTACHMENT 8:**

**WAIVERS OF DISTRICT POLICIES FOLLOWING COMPLETION OF  
DISTRICT'S POLICY UPDATE NOTED AT SECTION 4.5.B.i. and ii OF THE CHARTER CONTRACT**

**ATTACHMENT 9: SCHOOL'S ENROLLMENT PROCEDURES**



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## ENROLLMENT POLICY

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### **SECTION 1. BEN FRANKLIN ACADEMY**

#### **MISSION**

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

#### **VISION**

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

#### **PURPOSE**

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

This policy will become effective July 1, 2012, and will be implemented beginning with enrollment in the 2013-14 academic year.

### **SECTION 2.**

#### **METHOD OF ENROLLMENT**

Parents request enrollment for their child(ren) by submitting an online Intent to Enroll form prior to or during the school's open enrollment period. This open enrollment form shall be available at BFA's website ([www.bfacademy.org](http://www.bfacademy.org)). Submitting an Intent to Enroll form in no way guarantees that the child(ren) will be extended an Invitation to Enroll.

#### **NON-DISCRIMINATION POLICY**

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

#### **OPEN ENROLLMENT PERIOD**

The open enrollment period and Lottery for each school year will be posted on BFA's website no later than November 1 and the open enrollment period will end no later than

midnight (MST) on the last school day in November as identified on the approved BFA Academic Calendar. All Intent to Enroll forms received prior to that time will be considered for enrollment for the upcoming school year. This includes all Intent to Enroll forms received in prior years. Families that submitted an Intent to Enroll form in a prior year but were not extended an invitation to enroll do not need to re-submit an Intent to Enroll form.

#### **PRIORITY ENROLLMENT**

Priority for enrollment will be given to the following groups of students, prior to the Lottery:

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

#### **PRESCHOOL PRIORITY**

Currently enrolled preschool students shall be given priority to fill fifty percent (50%) of the open kindergarten spots in a given year. These available spots shall be determined by first determining the number of available kindergarten Lottery slots by identifying the total number of open kindergarten spots and subtracting those given priority based on the first four (4) priority categories listed above. Preschool priority shall be given to no more than fifty percent (50%) of the available kindergarten Lottery slots. If the number of children from the preschool exceeds fifty percent (50%) of the available kindergarten Lottery slots, then a separate Preschool Lottery shall be held to fill fifty percent (50%) of the available kindergarten Lottery slots. This Preschool Lottery shall follow the procedures detailed in the Lottery subsection below.

Preschool children are eligible for the Preschool Lottery and shall receive a Lottery ID for each academic year in which they are enrolled in the preschool if they have been enrolled for at least 75% of the possible attendance days prior to the Lottery.

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

If a preschool student is not enrolled through the Preschool Lottery, the preschool student shall be entered into the school-wide Lottery.

#### **LOTTERY**

The Lottery process shall commence within one (1) week after the end of the open enrollment period. All students for whom an Intent to Enroll form was received prior to

the end of the open enrollment period and are eligible for enrollment will be assigned a unique number and placed on a list (by number). The list will be sorted using computer-generated, randomized numbers. Each entry is assigned a Lottery ID from 1 to N depending on where it landed in the sort. The Lottery ID will be utilized for the upcoming academic year only. Enrollment vacancies will be filled by grade, beginning with the highest grade for which there is one or more vacancies, and will continue in descending order (grade eight, grade seven, grade six, and so forth) until all vacancies are filled for all grades. Following priority enrollment as noted above, enrollment invitations will be extended to students in order of their assigned Lottery ID (lowest to highest). To ensure authenticity and integrity of the Lottery process, at least one (1) Director of the BFA Board of Directors and the Principal (or his/her designee) will oversee the randomization of computer-generated Lottery ID assignments; the final sort will be printed and signed by all witnesses.

#### **ENROLLMENT ACCEPTANCE**

Upon receiving an Invitation to Enroll via telephone or email, the parent(s) or legal guardian(s) of the child(ren) shall provide verbal Enrollment Acceptance to the appropriate school contact within the time period identified by the school representative which will be no later than forty-eight (48) hours after the Invitation to Enroll was extended. Signed Enrollment Acceptance and Open Enrollment forms shall be downloaded by the parent(s) or legal guardian(s) from the school's website and submitted to the school within one (1) week of providing verbal acceptance. A student who accepts enrollment will be deemed a currently enrolled student, and that student's enrollment will continue beyond the current academic year, in accordance with the school's policies and procedures. If no verbal Enrollment Acceptance is received by the school within the time period identified by the school representative when the child was extended an Invitation to Enroll, or an Enrollment Acceptance form was not submitted to the school within the time allowed, the school will assume the parent(s) or legal guardian(s) of the child(ren) have declined to enroll the child(ren) in the school, and the school may then extend an Invitation to Enroll to another child.

#### **VACANCIES**

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

#### **DCSD OPEN ENROLLMENT POLICY**

By providing written Enrollment Acceptance to the school, the child(ren) will forfeit enrollment in their neighborhood school, as defined by Douglas County School District



(DCSD) open enrollment policies. Please see the DCSD website for details regarding its open enrollment policies.

**FOUNDING FAMILIES**

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

- Alexandra Harden
- Ali Sarouhan
- Amiee Godbout
- Amy Taylor
- Andrea and Jesse Day
- Angela Lujan
- Anita Raghunath (Raab family)
- Ann Citrin
- Becky Mayka
- Becky Mullen
- Brooke Montz
- Burgandy and Steve Hodge
- Carrie and John Keen
- Casey and Ken White
- Cheri and Steve Neill
- Diane Day
- Donna and Mitch Fillmore
- Dorothe (Dot) Hughes Werth and Michael Werth
- Erin and Bob Salehiamin
- Genevieve Gibson and James McDermott
- Gretchen Testerman
- Hannah Peterson
- Heather Holmes
- Heather Salberg
- Hristina Shoemaker

- Ingrid Burke
- Jason Sanders
- Jason Sunahara
- Jeannie DeFore
- Jennifer Hicks
- Jennifer Torres
- Jessica Gimbel
- Jessica Nekouei
- Jessica Thiessen
- Jody Wolf
- Joel Sevinsky
- Juliette Shuler
- Kari and Ike Beers
- Katherine Thomas
- Katie & Tom Devlin
- Kimberly and Doug Blum
- Krista Schmidt
- Laura McGee
- Lisa Dietz
- Lisa DiLorenzo
- Lisa and Dave Fischer
- Lori Lambert
- Marla Bursch
- Matt and Trish Matherly
- Melanie Carney
- Melisa Liberman
- Michelle Bynum
- Missy Washeck
- Nikolaos Galatos
- Paige Brock

- Rebecca Jovanvich
- Rochelle Evans
- Roger and Lori Nagel
- Roma and Abhijit Sur
- Sabina Boeckman
- Sara Taylor
- Sasha Woodard
- Sebrina Ivey
- Shelly Dana
- Shenley Clark
- Spence Black
- Stacey Kimberly
- Staci Ferguson
- Stephanie Wight
- Steve Derdowski
- Susanne Smith
- Susie McCoy
- Tony and Lacy Williams
- Ward Cerny
- Zach and Jen Gautier

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**POLICY HISTORY:**

Original: Approved by the Board 9/4/2010

Revision 1: Approved by the Board 12/11/2010

Revision 2: Approved by the Board 5/15/2012

Revision 3: Approved by the Board 11/12/2013

Reviewed by the Board 10/20/2015

Reviewed by the Board 10/18/2016

## 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 19<sup>th</sup> 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 1<sup>st</sup>)

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

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

**ATTACHMENT 11: FINANCIAL REPORTING TEMPLATES**

**DCSD Charter School Financial Reporting Template**

*Enter your school name in cell B5 as you would like it displayed in BOE reports in order to populate individual budget tabs*

School Name

**REPORT**

**YEAR TO INCLUDE**

**DUE DATE**

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

FY 2017-2018
FY 2018-2019
2018
2018
2019
2019

10/22/2018  
 1/21/2019  
 4/22/2019  
 TBD

Budget Approvals Inputs - Proposed and Adopted

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

2017-2018
2018-2019
2018-2019
2019-2020
2020-2021
2021-2022

Budget Approvals Inputs - Revised and Final Revised

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

2017-2018
2018-2019
2018-2019
2018-2019
2019-2020

Schedule of Income and Expenditures - Budget to Actual - 1st Quarter  
For the Period Ended September 30, 2018

	Prior Year FY 2017-2018			Current Year FY 2018-2019			Projected Year End FY 2018-2019		
	Budget	Actual	% to Budget	Budget	Actual	% to Budget	Budget	Actual	% to Budget
<b>Revenue:</b>									
5700 Per Pupil Revenue			0.00%			0.00%			0.00%
1110 Mill Levy/Override			0.00%			0.00%			0.00%
1300 Tuition			0.00%			0.00%			0.00%
1400 Transportation Fees			0.00%			0.00%			0.00%
1500 Earnings on Investments			0.00%			0.00%			0.00%
1600 Food Services			0.00%			0.00%			0.00%
1700 Pupil Activities			0.00%			0.00%			0.00%
1800 Community Service Activities			0.00%			0.00%			0.00%
1900 Other Local Revenue			0.00%			0.00%			0.00%
1910 Rental/Lease			0.00%			0.00%			0.00%
1920 Contributions/Donations			0.00%			0.00%			0.00%
1990 Miscellaneous Revenue			0.00%			0.00%			0.00%
3000 Categorical Revenue			0.00%			0.00%			0.00%
3954 Other State Revenue			0.00%			0.00%			0.00%
4000 Grants Federal			0.00%			0.00%			0.00%
5200 Fund Transfer			0.00%			0.00%			0.00%
5900 Other Sources			0.00%			0.00%			0.00%
Cap Reserve Bond Revenue			0.00%			0.00%			0.00%
Grants Local			0.00%			0.00%			0.00%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Expenditures:</b>									
0100 Salaries			0.00%			0.00%			0.00%
0200 Benefits			0.00%			0.00%			0.00%
0300 Purchased Professional and Technical Services			0.00%			0.00%			0.00%
0400 Purchased Property Services			0.00%			0.00%			0.00%
0500 Other Purchased Services			0.00%			0.00%			0.00%
0600 Supplies			0.00%			0.00%			0.00%
0700 Property			0.00%			0.00%			0.00%
0800 Other Expenses			0.00%			0.00%			0.00%
0900 Other Uses of Funds			0.00%			0.00%			0.00%
0910 Redemption of Principal			0.00%			0.00%			0.00%
0913 Principal on Leases			0.00%			0.00%			0.00%
Grant Expense			0.00%			0.00%			0.00%
Cap Reserve Expense			0.00%			0.00%			0.00%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

0  
 Schedule of Income and Expenditures - Budget to Actual - 2nd Quarter  
 For the Period Ended December 31, 2018

	Prior Year FY 2017-2018			Current Year FY 2018-2019			Projected Year End FY 2018-2019		
	Budget	Actual	% to Budget	Budget	Actual	% to Budget	Budget	Actual	% to Budget
<b>Revenue:</b>									
5700			0.00%			0.00%			0.00%
1110			0.00%			0.00%			0.00%
1300			0.00%			0.00%			0.00%
1400			0.00%			0.00%			0.00%
1500			0.00%			0.00%			0.00%
1600			0.00%			0.00%			0.00%
1700			0.00%			0.00%			0.00%
1800			0.00%			0.00%			0.00%
1900			0.00%			0.00%			0.00%
1910			0.00%			0.00%			0.00%
1920			0.00%			0.00%			0.00%
1990			0.00%			0.00%			0.00%
3000			0.00%			0.00%			0.00%
3954			0.00%			0.00%			0.00%
4000			0.00%			0.00%			0.00%
5200			0.00%			0.00%			0.00%
5900			0.00%			0.00%			0.00%
Cap Reserve Bond Revenue			0.00%			0.00%			0.00%
Grants Local			0.00%			0.00%			0.00%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Expenditures:</b>									
0100			0.00%			0.00%			0.00%
0200			0.00%			0.00%			0.00%
0300			0.00%			0.00%			0.00%
0400			0.00%			0.00%			0.00%
0500			0.00%			0.00%			0.00%
0600			0.00%			0.00%			0.00%
0700			0.00%			0.00%			0.00%
0800			0.00%			0.00%			0.00%
0900			0.00%			0.00%			0.00%
0910			0.00%			0.00%			0.00%
0913			0.00%			0.00%			0.00%
Grant Expense			0.00%			0.00%			0.00%
Cap Reserve Expense			0.00%			0.00%			0.00%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>



0  
 Schedule of Income and Expenditures - Budget to Actual - 3rd Quarter  
 For the Period Ended March 31, 2019

	Prior Year FY 2017-2018			Current Year FY 2018-2019			Projected Year End FY 2018-2019		
	Budget	Actual	% to Budget	Budget	Actual	% to Budget	Budget	Actual	% to Budget
<b>Revenue:</b>									
5700 Per Pupil Revenue			0.00%			0.00%			0.00%
1110 Mill Levy/Override			0.00%			0.00%			0.00%
1300 Tuition			0.00%			0.00%			0.00%
1400 Transportation Fees			0.00%			0.00%			0.00%
1500 Earnings on Investments			0.00%			0.00%			0.00%
1600 Food Services			0.00%			0.00%			0.00%
1700 Pupil Activities			0.00%			0.00%			0.00%
1800 Community Service Activities			0.00%			0.00%			0.00%
1900 Other Local Revenue			0.00%			0.00%			0.00%
1910 Rental/Lease			0.00%			0.00%			0.00%
1920 Contributions/Donations			0.00%			0.00%			0.00%
1990 Miscellaneous Revenue			0.00%			0.00%			0.00%
3000 Categorical Revenue			0.00%			0.00%			0.00%
3954 Other State Revenue			0.00%			0.00%			0.00%
4000 Grants Federal			0.00%			0.00%			0.00%
5200 Fund Transfer			0.00%			0.00%			0.00%
5900 Other Sources			0.00%			0.00%			0.00%
Cap Reserve Bond Revenue			0.00%			0.00%			0.00%
Grants Local			0.00%			0.00%			0.00%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Expenditures:</b>									
0100 Salaries			0.00%			0.00%			0.00%
0200 Benefits			0.00%			0.00%			0.00%
0300 Purchased Professional and Technical Services			0.00%			0.00%			0.00%
0400 Purchased Property Services			0.00%			0.00%			0.00%
0500 Other Purchased Services			0.00%			0.00%			0.00%
0600 Supplies			0.00%			0.00%			0.00%
0700 Property			0.00%			0.00%			0.00%
0800 Other Expenses			0.00%			0.00%			0.00%
0900 Other Uses of Funds			0.00%			0.00%			0.00%
0910 Redemption of Principal			0.00%			0.00%			0.00%
0913 Principal on Leases			0.00%			0.00%			0.00%
Grant Expense			0.00%			0.00%			0.00%
Cap Reserve Expense			0.00%			0.00%			0.00%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

0  
 Schedule of Income and Expenditures - Budget to Actual - 4th Quarter  
 For the Period Ended June 30, 2019

	Prior Year FY 2017-2018			Current Year FY 2018-2019			Projected Year End FY 2018-2019		
	Budget	Actual	% to Budget	Budget	Actual	% to Budget	Budget	Actual	% to Budget
<b>Revenue:</b>									
5700 Per Pupil Revenue			0.00%			0.00%			0.00%
1110 Mill Levy/Override			0.00%			0.00%			0.00%
1300 Tuition			0.00%			0.00%			0.00%
1400 Transportation Fees			0.00%			0.00%			0.00%
1500 Earnings on Investments			0.00%			0.00%			0.00%
1600 Food Services			0.00%			0.00%			0.00%
1700 Pupil Activities			0.00%			0.00%			0.00%
1800 Community Service Activities			0.00%			0.00%			0.00%
1900 Other Local Revenue			0.00%			0.00%			0.00%
1910 Rental/Lease			0.00%			0.00%			0.00%
1920 Contributions/Donations			0.00%			0.00%			0.00%
1990 Miscellaneous Revenue			0.00%			0.00%			0.00%
3000 Categorical Revenue			0.00%			0.00%			0.00%
3954 Other State Revenue			0.00%			0.00%			0.00%
4000 Grants Federal			0.00%			0.00%			0.00%
5200 Fund Transfer			0.00%			0.00%			0.00%
5900 Other Sources			0.00%			0.00%			0.00%
Cap Reserve Bond Revenue			0.00%			0.00%			0.00%
Grants Local			0.00%			0.00%			0.00%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Expenditures:</b>									
0100 Salaries			0.00%			0.00%			0.00%
0200 Benefits			0.00%			0.00%			0.00%
0300 Purchased Professional and Technical Services			0.00%			0.00%			0.00%
0400 Purchased Property Services			0.00%			0.00%			0.00%
0500 Other Purchased Services			0.00%			0.00%			0.00%
0600 Supplies			0.00%			0.00%			0.00%
0700 Property			0.00%			0.00%			0.00%
0800 Other Expenses			0.00%			0.00%			0.00%
0900 Other Uses of Funds			0.00%			0.00%			0.00%
0910 Redemption of Principal			0.00%			0.00%			0.00%
0913 Principal on Leases			0.00%			0.00%			0.00%
Grant Expense			0.00%			0.00%			0.00%
Cap Reserve Expense			0.00%			0.00%			0.00%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

	Audited Actual 2017-2018	Revised Budget 2018-2019	Estimated Actual 2018-2019	Proposed Budget 2019-2020	Projected Budget 2020-2021	Projected Budget 2021-2022
Balance on Hand July 1			\$ -		\$ -	\$ -
<b>Revenue:</b>						
5700 Per Pupil Revenue						
1110 Mill Levy/Override						
1300 Tuition						
1400 Transportation Fees						
1500 Earnings on Investments						
1600 Food Services						
1700 Pupil Activities						
1800 Community Service Activities						
1900 Other Local Revenue						
1910 Rental/Lease						
1920 Contributions/Donations						
1990 Miscellaneous Revenue						
3000 Categorical Revenue						
3954 Other State Revenue						
4000 Grants Federal						
5200 Fund Transfer						
5900 Other Sources						
Cap Reserve Bond Revenue						
Grants Local						
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Expenditures:</b>						
0100 Salaries						
0200 Benefits						
0300 Purchased Professional and Technical Services						
0400 Purchased Property Services						
0500 Other Purchased Services						
0600 Supplies						
0700 Property						
0800 Other Expenses						
0900 Other Uses of Funds						
0910 Redemption of Principal						
0913 Principal on Leases						
Grant Expense						
Cap Reserve Expense						
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Balance on Hand June 30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance as a % of Revenue	0%	0%	0%	0%	0%	0%

	Audited Actual 2017-2018	Revised Budget 2018-2019	Estimated Actual 2018-2019	Adopted Budget 2019-2020	Projected Budget 2020-2021	Projected Budget 2021-2022
Balance on Hand July 1			\$ -		\$ -	\$ -
<b>Revenue:</b>						
5700 Per Pupil Revenue						
1110 Mill Levy/Override						
1300 Tuition						
1400 Transportation Fees						
1500 Earnings on Investments						
1600 Food Services						
1700 Pupil Activities						
1800 Community Service Activities						
1900 Other Local Revenue						
1910 Rental/Lease						
1920 Contributions/Donations						
1990 Miscellaneous Revenue						
3000 Categorical Revenue						
3954 Other State Revenue						
4000 Grants Federal						
5200 Fund Transfer						
5900 Other Sources						
Cap Reserve Bond Revenue						
Grants Local						
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Expenditures:</b>						
0100 Salaries						
0200 Benefits						
0300 Purchased Professional and Technical Services						
0400 Purchased Property Services						
0500 Other Purchased Services						
0600 Supplies						
0700 Property						
0800 Other Expenses						
0900 Other Uses of Funds						
0910 Redemption of Principal						
0913 Principal on Leases						
Grant Expense						
Cap Reserve Expense						
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Balance on Hand June 30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance as a % of Revenue	0%	0%	0%	0%	0%	0%

	Audited Actual 2017-2018	Adopted Budget 2018-2019	Revised Budget 2018-2019	Estimated Actual 2018-2019	Projected Budget 2019-2020
Balance on Hand July 1				\$ -	\$ -
<b>Revenue:</b>					
5700 Per Pupil Revenue					
1110 Mill Levy/Override					
1300 Tuition					
1400 Transportation Fees					
1500 Earnings on Investments					
1600 Food Services					
1700 Pupil Activities					
1800 Community Service Activities					
1900 Other Local Revenue					
1910 Rental/Lease					
1920 Contributions/Donations					
1990 Miscellaneous Revenue					
3000 Categorical Revenue					
3954 Other State Revenue					
4000 Grants Federal					
5200 Fund Transfer					
5900 Other Sources					
Cap Reserve Bond Revenue					
Grants Local					
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Expenditures:</b>					
0100 Salaries					
0200 Benefits					
0300 Purchased Professional and Technical Services					
0400 Purchased Property Services					
0500 Other Purchased Services					
0600 Supplies					
0700 Property					
0800 Other Expenses					
0900 Other Uses of Funds					
0910 Redemption of Principal					
0913 Principal on Leases					
Grant Expense					
Cap Reserve Expense					
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Balance on Hand June 30	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance as a % of Revenue	0%	0%	0%	0%	0%

\$ - \$ -

Revenue:

- 5700 Mill Levy/Override
- 1110 Tuition
- 1300 Transportation Fees
- 1400 Earnings on Investments
- 1500 Food Services
- 1600 Pupil Activities
- 1700 Community Service Activities
- 1800 Other Local Revenue
- 1900 Rental/Lease
- 1910 Contributions/Donations
- 1920 Miscellaneous Revenue
- 1990 Categorical Revenue
- 3000 Other State Revenue
- 3954 Grants Federal
- 4000 Fund Transfer
- 5200 Other Sources
- 5900 Cap Reserve Bond Revenue
- Grants Local
- Total Revenue

\$ - \$ - \$ - \$ - \$ -

Total Sources

\$ - \$ - \$ - \$ - \$ -

Expenditures:

- 0100 Salaries
- 0200 Benefits
- 0300 Purchased Professional and Technical Services
- 0400 Purchased Property Services
- 0500 Other Purchased Services
- 0600 Supplies
- 0700 Property
- 0800 Other Expenses
- 0900 Other Uses of Funds
- 0910 Redemption of Principal
- 0913 Principal on Leases
- Grant Expense
- Cap Reserve Expense
- Total Expenditures

\$ - \$ - \$ - \$ - \$ -

Balance on Hand June 30

\$ - \$ - \$ - \$ - \$ -

Fund Balance as a % of Revenue

0% 0% 0% 0% 0%

**ATTACHMENT 12: DCSD PURCHASED SERVICES AGREEMENT**



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

**DCSD  
Charter School  
Purchased Services Agreement  
2019-2020**



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# Charter School Required Services

## **District Support Staff**

Charter District support staff includes, but is not limited to, 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). 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, open enrollment, student counts, state reporting, attendance, records requests, exception reports, provide template for calculation of minutes for reporting, course codes and building new calendars in IC.

### **Legal**

Provides limited counsel on Charter school legal matters for administrators, staff and the Board of Education. Matters requiring a substantial amount of legal time and research will be charged directly to the requesting school.

### **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 Moodle training courses.

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.

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.

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)**

Student Information System includes Online Check In, Online Registration, 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. Estimated cost is included in District Support Staff in the previous section.

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 - PARCC
Math	Grades 3 - 8	§22-7-1006.3(1)(a)	CMAS - PARCC
Science	Grades 5, 8 and 11	§22-7-1006.3(1)(a)	CMAS
Social Studies	Grades 4, 7 and 11	§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
WIDA Assessments		§22-24-105	K-WAPT or WIDA Screener Grades 1-12 (identification assessment) WIDA-ACCESS 2.0 (annual 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 3, 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 ALPINE for analyses of state assessment results. The basic cost for assessment services includes accommodation, administration, and processing trainings. Additionally, access to ALPINE 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.)

### **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 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 third 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, Alpine 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 in a per student basis.

## **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

litigation or claims. For more information please refer to the [English Language Development Compliance plan](#)

**Charter schools will:**

- 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 coordinator, ELD Team Lead, and/or ESL Charter Lead for consultation regarding compliance with federal and State laws and district procedural guidelines.
- 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.
- 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 under the direction of the charter school nurse. [Health Services Compliance plan](#) must be completed yearly.

The DCSD Coordinator of Nursing Services will meet with the charter school nurse to 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 charter school mental health providers attend district threat assessment training, offered free of charge.
- Ensure one or more 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 deliver 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, 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 19-20](#)
- [Healthy schools cost sheet](#)

## 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 3.35% processing fee, charged by third-party vendor.

### 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.

Description	Cost
1 – 20 students participating	\$100
21 – 50 students participating	\$200
51 – 100 students participating	\$300
100 + students participating	\$500

## **Spelling Bee:**

Participation in the district Spelling Bee. Each participant is \$60.00 each.

## **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 education is a temporary service for students who are unable to attend school due to severe physical or emotional health conditions, and are unable to participate in activities outside of their home environment except for doctor appointments. Homebound education must be initiated and provided by the charter school when it is determined that a student is going to be absent from school for at least 2 weeks.

Eligibility for homebound services will be determined collaboratively by the nurse consultant and the school team after following the district process for determining eligibility for homebound services. Homebound education enrollment and services can be delivered by either the charter school or by eDCSD online education program. Homebound education is not included as part of Health Services provided in this purchased services agreement.

In the event that the charter school is unable to staff homebound education services, eDCSD staff can be contracted for services at the actual district cost per student.

### **Cost estimate per student**

Elementary Education, K-6th grade: \$700 total curriculum costs (regardless of the number of courses provided) plus \$45 per hour for staffing/instruction costs.

Secondary Education, 7-12th grade: \$90 for one course or \$169 for 2 or more courses plus \$45 per hour for staffing/instruction costs.

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



# Facilities Management

## Environmental Consulting Services:

Environmental consulting is available to charter schools on a case by case basis. The Douglas County School District Environmental Health manager will be glad to consult on any environmental concern and make recommendations to rectify an issue. Often times issues may seem larger than they really are and before a charter school brings in a costly Industrial hygienist, steps can be taken by the school to minimize or eliminate the problem. On the other hand, issues that may seem minor may require a more robust response and environmental can recommend what specific services are needed. Environmental Services can also provide vetted external consultants and contractors for any environmental need. In addition, environmental services may act as a project manager if external contractors are brought in. Environmental services charge \$60 per hour, plus materials if needed. Contact Environmental Services at 303-387-0467 for information.

## 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 a software to smoothly fill teacher substitute needs in an automated fashion, utilizing either own select listing, or the District substitute pool. (AESOP).

## Information Technology Services

**WAN & Data Center Services (\$1288 monthly recurring cost/+\$8000 one time cost for router) +\$500 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. Contract is up for renewal in 2020, at which time new terms and rates will be negotiated with CenturyLink and DCSD will be able to offer updated terms to schools utilizing this service.

Services:

- 1 gig connection to data center
- 5 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:**

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.

### **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**
  - **Contact the vendor directly.** Contact information and pricing can be found at [this link](#)
    - **Contact vendor directly for renewal fees** for updates and maintenance for Destiny Library Manager, Resource Manager, and Textbook Manager Software.
- **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** - Free IP authenticated access with purchase of full library media services.
  - Animated picture books online; also free Tumble Reader eBooks
  - Pre-K -5 Elementary
- **TeachingBooks.Net** - Free IP authenticated access with purchase of full library media services.
- **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 2 visits per day), interacts with students and staff, provide informal safety assessments to Administration, builds relationships and talks to students about general safety issues. Service are coordinated and purchased through DCSD Security.

### 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.**

## 2019-20 Purchased Services Agreement Pricing

<b><u>Required Service</u></b>	<b><u>Cost based on Estimated Actual Budget</u></b>
District Support Staff	\$46.61 per FPC
Emergency Management	\$4.21 per FPC
Student Information System (IC)	\$10.35 per FPC
Assessment Services: All State & District Required Assessments Include UIP	\$21.04 per FPC
School Readiness Assessment (TS GOLD)*	\$9.95 per FPC
Treasurer fees	\$9.44 per FPC
Workday	Contingent Worker Fee" at 0.125 (x FTE) x \$39.49.
Gmail	No cost at this time
Special Education	\$400 .00
GTE Support	\$7.88
ELD Support (per ELD Student)	\$117.79 per ELD Student
Crisis Team support	.79 per FPC
<b><u>Health Services</u></b>	<b>required</b>
Health Oversight	\$3.61 per FPC

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

<b><u>Optional Services</u></b>	<b><u>Cost based on Estimated Actual Budget</u></b>
<b><u>Assessment Services</u></b>	
CogAT (Gifted Education) requested outside Universal Screening	Actual Cost
DRA Testing	Cost of Kit
NWEA MAP Testing <sup>†</sup>	\$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)	\$4.80 per FPC (for each subject)
School Readiness Assessment (TS GOLD)	Actual Cost per FPC (currently \$9.95)
*Early Access to Kindergarten or First Grade-	\$250
<b><u>Personalized Learning</u></b>	
Prevention and School Culture Healthy Schools offerings	Actual cost

<sup>†</sup> 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)

<b><u>Business Services</u></b>	
My School Bucks	Paid to Vendor
<b><u>Mail Services</u></b>	
Intra-district Mail	\$2.00 per FPC

<b><u>Curriculum / Instruction</u></b>	
Art Show	See description
Spelling Bee	\$60.00 per participant

<b>eDCSD CO Cyber School</b>	no cost for up to 2 classes if space available
<b>Homebound Services</b>	Actual cost per student

<b>Facilities Management Services</b>	
Consulting/ Environmental Consulting	Actual cost

<b>Human Resources Services</b>		
<b>Staffing</b>	Posting - basic	\$50 per posting
<b>Substitute Software</b>	\$600 one time setup fee	\$3150.00

<b>Information Technology Services</b>	
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

<b>Media Services</b>	
<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>	\$11.31 per FPC, plus see description for Destiny software price
<p>Innovation and Design Center Staff Support can provide the following services:</p> <ul style="list-style-type: none"> <li>Library weeding</li> </ul>	Contact IDC for <u>specific pricing</u> based on the scope of the project

<ul style="list-style-type: none"> <li>● Learning Environment Redesign Support</li> <li>● Start-up Cost for new Library</li> <li>● Collection Alignment</li> <li>● Professional Development and Training on Destiny Library system, Eresources, and all things library.</li> </ul>	
<b>Overdrive renewal</b> <ul style="list-style-type: none"> <li>● For access to district digital eBooks and a school account known as the Advantage account - Annual cost</li> </ul>	\$200
<u>Start - up collection and cataloging services</u> <ul style="list-style-type: none"> <li>● TBD based on collection requirements. Contact the IDC with questions and support.</li> </ul>	Varies - based on starting collection choices.
<u>Movie Licensing USA</u> <ul style="list-style-type: none"> <li>● USA Movie Licensing Site based fee is calculated based upon enrollment;</li> <li>● Required to show movies anytime it is not connected to curriculum and instruction.(After school daycare, recess, parties, etc.)</li> </ul>	\$366 current schools, \$479-\$484 for a new license cost per year
<u>Typing Pal</u> <ul style="list-style-type: none"> <li>● A personalized approach to learning keyboard skills using web browser; short lessons</li> <li>● Elementary only</li> </ul>	\$.60 per student in 2018-19 school year Decreases with increased district/charter enrollment
<u>Tumble Books</u> <ul style="list-style-type: none"> <li>● Animated picture books online; also free Tumble Reader eBooks Pre-K -5 Elementary</li> </ul>	\$.07 per student
<b><u>Security</u></b>	
School Marshal Officer Program	\$12,532 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 meets 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:

### Licensing – Initial Application:

- Completion of licensing application
- Set up of staff and children file's, parent handbook, posted documents and logs
- Setup of equipment/materials, activity schedules, daily work process including student
- Check-in and tracking, parent sign-in/out
- Coordinating fire and health inspections
- Coordinating of initial licensing inspection with Division of Child Care
- Response to licensing inspection

*Estimated hours for initial application: 80*

(Does not include; licensing fees, cost of supplies or equipment)

### Licensing – On-going Support:

- Periodic "mock" inspections
- Access to tools, documents, checklists and workshops

*Estimated annual hours: 8*

### Site Manager Selection/Hiring:

- Screening of applicants
- Interview question development
- Coordination of interview schedule



- Reference checks, processing of hiring paperwork

*Estimated annual hours: 4*

**Site Manager Orientation/Professional Development:**

- Initial training of state rules regulating school-age child care centers
- Leadership skills development: clarifying performance expectations, goal setting, employee evaluations, progressive discipline, FRISK model
- Collaboration/networking with BASE directors: BASE leadership meetings (quarterly) and feeder meetings (quarterly)

*Estimated annual hours: 30*

(Does not include mileage reimbursement for travel to and from meetings, cost of manuals or materials)

**BASE Staff Professional Development:**

Access to BASE Professional Development classes, workshops, and resources.

Annual BASE In-service Workshop: Includes job specific workshops such as customer service, afterschool science workshop, games leadership, positive behavior support, etc

*Estimated annual hours: Minimum 15 (required by State)*

(Does not include registration costs for professional development or clock hours for required training)

**BASE Employee Evaluation Tools, Rubrics, and Training**

- Goal setting conference, mid-year conference and end-of-year evaluation trainings through BASE.
- Access to BASE evaluation templates for all positions, including rubrics for performance levels.

*Estimated annual hours: 9*

**BASE Business Education and Support:**

- SchoolCare Works Online Parent Portal Set Up, Training, and Support
- Functions include account and financial management, online parent portal, online enrollment, payment, and scheduling, 24-hour access to attendance and tax records.
- Reporting includes accounts receivable, aging, daily student attendance rosters, and other reports.
- Budget Training/Support: Budget training, access to budget workbook and tools to build budget, review and budget monitoring tools.

*Estimated annual hours: 16* (Does not include cost of SchoolCare Works license and maintenance fees, and merchant fees).

## **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 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**

The district will do an annual inspection of any vehicles owned or leased by the Charter School. The inspection will be a free service provided by the district, however any labor or parts needed to bring the vehicle into CDE compliance will be the responsibility of the Charter School. The district will keep records of any inspection or maintenance done on the vehicles, by the Transportation department, but it is the responsibility of the Charter School to maintain pre- and post trip inspections as required by CDE. If the school purchases buses over 26,001 lbs that carry 16 passengers or more the driver must possess a commercial drivers license.

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. 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, many federal and state rules and regulations relate 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.

For more information, see [www.cde.state.co.us/index\\_nutri\\_transpo.htm](http://www.cde.state.co.us/index_nutri_transpo.htm).

"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