

COLORADO CHARTER SCHOOL

Sample Contract Language and Attachments

January 2011



COLORADO LEAGUE of
CHARTER SCHOOLS
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Academic
Achievement



BUILDING CHARTER
SCHOOL QUALITY

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Section 1: Introduction

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

TIP

Some authorizers, such as the Charter School Institute, require charter schools to be non-profit corporations while others do not have any requirements about corporate status. An attorney should be consulted as corporate formation and tax-exempt status may impact such areas as eligibility for grants and conflict of interest requirements.

Recitals

1.1 REFERENCE CHARTER SCHOOLS ACT.

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, and following, for certain purposes as enumerated in C.R.S. §22-30.5-102(2) and (3).

TIP

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

1.2 REFERENCE SUBMISSION DATE FOR APPLICATION.

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

1.3 REFERENCE APPROVAL DATE FOR APPLICATION AND DISTRICT BOARD APPROVAL RESOLUTION.

WHEREAS, on October XX, 20XX, the Board of Education adopted a Resolution (Attachment 1) approving the School’s charter school application and granting the School a charter for an initial term of three years;

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

Section Two: Establishment of School

2.1 TERM.

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

2.2 CHARTER SCHOOL LEGAL STATUS.

The School is incorporated as a Colorado non-profit corporation. Unless the parties agree otherwise in writing, 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-exempt status.



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

TIP

Many districts also require that their charter schools be non-profit corporations, and be recognized by the IRS as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code.

2.3 PRE-OPENING.

The School shall meet all of the Pre-Opening Conditions described in Attachment 2 by the identified dates. Failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for District intervention or revocation of the Charter pursuant to Section 3.21 or Section 12.3 of the Contract. The District may waive or modify the restrictions contained therein or may grant the School an additional planning year upon good cause shown.

TIP

Section 2.3 only applies to a new charter school.

Section Three: District-School Relationship

3.1 DISTRICT RIGHTS AND RESPONSIBILITIES

- A. Right to review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:
 - i. School records including but not limited to student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence criminal background checks have been conducted;
 - v. School's operations, including health, safety and occupancy requirements; and
 - vi. Inspection of the facility.

Further, 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. The notification shall be made within ten (10) days of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant's request for anonymity. Any written complaint shall be provided to the School within three days pursuant to the Open Records Act.
- C. School health or safety issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to data and information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Elementary and Secondary Education Act (ESEA) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.
- E. Accreditation data and process. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the Colorado Department of Education (Department) to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final

plan assignment determination that the School shall implement and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

TIP

The evaluation of a school that has Alternative Education Campus status should be based on the unique mission and population served.

- F. Access to student records. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.
- G. Access to data and information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, ESEA school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.

3.2 SCHOOL RIGHTS AND RESPONSIBILITIES.

- A. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School shall ensure that records for students enrolling in other Schools are transferred in a timely manner. Financial records shall be posted in



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

B. Notification provided to the District.

- i. Timely notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
 1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 2. Any complaints filed against the School by any governmental agency.
- ii. Immediate notice. The School shall immediately notify the District of any of the following:
 1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
 2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
 3. The arrest of any members of the Charter Board or Charter School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
 4. Misappropriation of funds;
 5. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
 6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all, of the federal and state laws with which the School must comply are listed in Attachment 3.

D. Reports. The Charter School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The district will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the District may take actions outlined in Section 3.6.

TIP

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

- i. Unique School Objectives. The School shall annually provide the District with a report no later than August 31 identifying the progress that the School has made on each of its unique objectives included in Section 7.3.B during the prior school year.



- ii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 et seq., (including budget).
 - 1. Proposed Budget – mm/dd.
 - 2. Projected enrollment – mm/dd.
 - 3. Charter Board approved budget – mm/dd.
 - 4. Quarterly financial reports – within 45 days of the close of the quarter.
 - 5. Annual audit – mm/dd.
 - 6. End of year trial balance – mm/dd.
 - iii. School calendar – mm/dd.
 - iv. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – mm/dd.
 - v. Governance information.
 - 1. Charter Board membership (i.e., names/contact info, terms and signed Board Member Certification Forms)- mm/dd.
 - 2. Signed Board member conflict of interest disclosures – mm/dd.
 - 3. Current bylaws – within ten (10) days after any changes.
 - 4. Current articles of incorporation – within ten (10) days after any changes.
 - vi. Insurance certification – mm/dd.
- 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, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.
 - G. Procedures for articles of incorporation and bylaws amendments. The School shall follow any 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 changes. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 4.
 - H. District-School dispute resolution procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.



TIP

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

- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and

shall identify the 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 President of the Board of the School and the President of the Board of the 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 thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the 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 forty (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 of the resolution proposed by their respective Boards within ten (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 shall be submitted to mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.
- v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party’s right of appeal to the State Board. The parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.



- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.
- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.
- viii. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation opinion.
- 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 violation of state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.
 - i. Withholding up to xx percent of the funds due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.D by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5 (112) (g).
- 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 Part 7 of Article 30.5, the District shall, to the extent practicable, engage in a due process procedure below.
 - i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
 - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the President of the Charter School Board or his designee shall be given an opportunity to meet with the President of the District's Board or his designee to discuss the notice within five (5) days.



- iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 3.2I 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 law, the School may initiate dispute resolution procedures in accordance with Section 3.2.H, file an appeal with the State Board, or seek other remedies provided by law.
- L. If the District seeks a preliminary order under the Emergency Powers set forth in Part 7 of Article 30.5, it shall follow the procedures set forth therein.

Section Four: School Governance

4.1 GOVERNANCE.

The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The governing board shall operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body shall be made in accordance with the procedures described in Section 3.4 of this Contract.

4.2 CORPORATE PURPOSE.

The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, et seq.

4.3 TRANSPARENCY.

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

4.4 COMPLAINTS.

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

4.5 CONTRACTING FOR CORE EDUCATIONAL SERVICES.

[Either A or B below based on the charter application]

Option A. Unless otherwise agreed in writing by the District, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses.

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



**Section Five:
Operation of School and Waivers**

5.1 OPERATIONAL POWERS.

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

5.2 TRANSPORTATION.

Any transportation of students to the School (other than special education students who require transportation as a related service) shall be the sole responsibility of the School.

5.3 FOOD SERVICES.

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

TIP

Sample language could also have been as follows: **“The District and the School acknowledge and agree that food services will not be provided to students attending the School.” A third option would be for the school to provide its own food service. The same considerations also apply to transportation.**

5.4 INSURANCE.

The School shall purchase insurance protecting the School and its Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers’ compensation insurance coverage. Minimum coverages for the current school year are listed below:

Comprehensive general liability - \$2,000,000.

Officers, directors and employees errors and omissions - \$1,000,000.

Property insurance - As required by landlord.

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

Bonding (if appropriate).

Minimum amounts: \$25,000.

Maximum amounts: \$100,000.

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

The District shall provide timely notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than “A-VII”. Non-rated insurers must be approved by the District. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District’s Risk Manager by mm/dd annually. All of the School’s insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District’s Risk Manager. The School shall notify the District’s Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.



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

TIP

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

iv. Subsequent waiver requests. The School may request additional waivers after the original request. 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 Board at its next regular meeting. The 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. Board of Education 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.

5.5 WAIVERS

A. State Laws and Regulations

- i. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers. The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 6.
- ii. Additional 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 is inconsistent with the School's operational or educational needs.
- iii. Procedures for additional waiver requests. The District Board of Education agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 7. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

B. District Policies

- i. Automatic waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter School or the District, through the Contract, has delegated this authority to the School.
- ii. Additional waivers. The School shall be granted certain waivers from District policies set forth in Attachment 8.
- iii. Subsequent waiver requests. The School may request additional waivers after the original request. 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 Board at its next regular meeting. The 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.



Section Six: School Enrollment and Demographics

6.1 SCHOOL GRADE LEVELS.

The School may serve students in grade xx through grade xx, except that the School shall only serve students in grades xx-xx in the first year of this Contract, and may add one grade per year for years xx through xx of this initial Contract.

6.2 STUDENT DEMOGRAPHICS.

As required by the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3), School enrollment decisions shall be made by the School in a nondiscriminatory manner as specified in the charter school application. The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District, and has a diverse student population which includes, but is not limited to, making reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3 MAXIMUM AND MINIMUM ENROLLMENT.

The School and the District agree that during the term of this Contract, the School's total funded enrollment shall be as follows: (a) year one, no more than xxx full-time equivalent students ("Student FTEs"); (b) year two, no more than xxx student FTEs; and (c) year three and thereafter, no more than xxx student FTEs. This limitation on the number of enrolled students is acknowledged by the School and the District as necessary to facilitate the academic success of the students enrolled in the School, to facilitate the School's ability to achieve its mission and objectives, and to ensure that the School's enrollment does not exceed the capacity of the School's facility and site. The minimum enrollment is xxx student FTEs, which is determined to be the lowest enrollment necessary for financial viability.

TIP

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

6.4 ELIGIBILITY FOR ENROLLMENT.

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

6.5 ENROLLMENT PREFERENCES, SELECTION METHOD, TIMELINE, AND PROCEDURES.

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

6.6 ADMISSION PROCESS AND PROCEDURES FOR ENROLLMENT OF STUDENTS WITH DISABILITIES OR A SECTION 504 PLAN.

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

- A. Following the application deadline and upon completing the lottery if appropriate, the School shall require that the student/District provide the most recent IEP or Section 504 Plan, if any.
- B. 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.



- C. When an applicant has an IEP or Section 504 Plan, prior to the decision to admit or deny admission, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team cannot reach consensus, the District representative shall convene a complete IEP team to make the final determination.
- D. When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal shall convene an IEP Team meeting. The student's application for admission is contingent upon the determination by the IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the charter school in its existing programs with or without reasonable modifications. If the determination is that Free Appropriate Public Education (FAPE) is not available, the student's application for admission shall be denied and the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School's IEP Team meeting. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the School. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

6.7 PARTICIPATION IN OTHER DISTRICT PROGRAMS.

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

6.8 NON-RESIDENT ADMISSIONS.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the School District and to any child who resides outside the School District, subject to compliance with applicable Colorado public schools of choice statutes, Board policy and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the School District, and then to students who are new to the School District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.9 STUDENT MOVEMENT AFTER OCTOBER 1.

After October 1, any movement of students between the School and any district school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with the standard district administrative transfer process. Requests for transfer to a District school shall not be unreasonably denied. [This provision will vary based on the School's mission; for example, alternative schools often enroll students after October 1. Most important is that the charter school and district agree whether or not students will be enrolled after October 1, and, if they are to be enrolled, the procedures to be followed.]



6.10 EXPULSION AND DENIAL OF ADMISSION.

The authority to hold expulsion hearings shall remain with the District Board of Education. However, the Charter Board, or its designee, shall make findings of fact and recommendations to the District superintendent and a decision to expel a student from the District may be appealed to the District Board. 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 students shall be the sole responsibility of the District, in cooperation with 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 District.

TIP

There are many variations to the provisions concerning suspension and expulsion. One alternative to the provision in the Sample Contract is: "The School has adopted and may revise its own set of written policies concerning standards of student conduct and discipline and shall be granted a waiver from corresponding District policies so long as the policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student. Unless services are purchased from the District, any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the District." Regardless of the approach taken, the contract should be explicit about responsibility for conducting hearings and decision making, responsibility for provision of services to suspended or expelled students, the responsibility for paying for expulsion hearings and services for expelled students, and whether or not the school may purchase such services from the district.

6.11 CONTINUING ENROLLMENT.

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 IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.



Section Seven: Educational Program

7.1 VISION.

[Insert school vision.]

7.2 MISSION.

[Insert school mission.]

7.3 SCHOOL GOALS AND OBJECTIVES.

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

TIP

Goals and objectives should be in S.M.A.R.T. format: Specific (concrete, detailed, well defined), Measurable (numbers, quantity, comparison), Attainable/ Achievable (feasible, actionable), Relevant (considering resources and strategy), Time-Bound (a defined time line).

- A. School goals. [Insert School goals here]
- B. Unique School objectives. [Mission-specific School objectives should be inserted here.]
- C. District accreditation. The School shall be accredited or accredited with distinction 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.
- D. District finance, governance, and operations standards. The School shall meet or exceed District standards, if any, 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 opportunity for input into any proposed changes before they are finalized. [Finance, governance, and operations indicators may be incorporated into accreditation indicators in B above. If these indicators are addressed independent of accreditation, the language in Section 3.2.B will need to be modified.]

- E. Opportunity for comment. 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.

TIP

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

7.4 EDUCATIONAL PROGRAM CHARACTERISTICS.

The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval: [List educational program characteristics from the application that are the foundation for the School's program.]

7.5 GED AND ON-LINE PROGRAMS.

The School's educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to C.R.S. §22-33-104.6, or a GED and the School is accordingly prohibited from offering such on-line or GED programs. [Note: On-line schools or schools offering GED programs would delete this prohibition.]

7.6 CURRICULUM, INSTRUCTIONAL PROGRAM, AND PUPIL PERFORMANCE STANDARDS.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.



7.7 GRADUATION REQUIREMENTS.

The School shall develop and submit to the District for approval a policy setting forth its graduation requirements.

7.8 ENGLISH LANGUAGE LEARNERS

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

7.9 EDUCATION OF STUDENTS WITH DISABILITIES.

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

TIP

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

- C. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- D. The District and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- E. The School's special education teachers are required to participate in monthly staff meetings sponsored by the District and newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.



- F. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- G. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

- B. Mill Levy funds. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. In any dispute over eligibility for mill levy funding and appropriate use of funds, the District's position shall prevail. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

TIP
 Some Districts may not choose to share mill levy funds with the charter school, in which case this provision will be different.

Section Eight: Financial Matters

8.1 REVENUES.

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

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

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



8.2 DISBURSEMENT OF PER PUPIL REVENUE.

OPTION ONE:

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

OPTION TWO:

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

equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any adjustments to funding after the mm/dd payment so that funding is equal to the PPR provided for in this Contract shall be made by direct payment to the School or the District.

8.3 BUDGET.

On or before mm/dd of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2.I.

8.4 ENROLLMENT PROJECTIONS.

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



8.5 TABOR RESERVE.

The School’s ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution (‘TABOR Reserve’). The District shall credit the School’s ending fund balance in each fiscal year the per pupil portion of the District’s TABOR Reserve represented by the School’s funded enrollment based on the prior year’s October membership. The School shall be charged, as an allocated cost, its pro-rata share of any required TABOR Reserve increases.

TIP

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

8.6 CONTRACTING.

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

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

8.7 ANNUAL AUDIT AND TRIAL BALANCE.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form by September 15 of each year. The School shall pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If, for causes within the School’s control, the audit is not provided to the District by September 15 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by September 15 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.

TIP

This provision will need to be revised for a school that uses Option 2 above.

8.8 QUARTERLY REPORTING.

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

8.9 NON-COMMINGLING.

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



8.10 ENCUMBRANCES AND BORROWING.

During the term of this Contract, the School shall not encumber any of its assets without the written permission of the District. Any borrowing by the School above XXXX percent (X%) of the School’s budget shall be subject to prior District approval.

8.11 LOANS.

No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.

Section Nine: Personnel

9.1 EMPLOYEE STATUS.

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

TIP

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

**Section Ten:
Service Contracts with the District**

10.1 DIRECT COSTS.

The School and the District agree to negotiate payment to the District of the School’s share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §22-30.5-1 12(2)(a.9) (b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply.

10.2 DISTRICT SERVICES.

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

Section Eleven: Facilities

11.1 SCHOOL FACILITY.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it.



11.2 USE OF DISTRICT FACILITIES.

The School may not use District facilities for activities and events without prior written consent from the District.

TIP

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

11.3 IMPRACTICABILITY OF USE.

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

TIP

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

11.4 LONG-RANGE FACILITY NEEDS.

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

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

12.1 RENEWAL TIMELINE AND PROCESS.

The School shall submit its renewal application by mm/dd of the year before the School's Contract expires. The Board of Education shall act on the renewal application by resolution no later than mm/dd of the year before the School's Contract expires following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

12.2 RENEWAL APPLICATION CONTENTS.

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

12.3 CRITERIA FOR RENEWAL OR NON-RENEWAL AND REVOCATION.

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

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



12.4 TERMINATION AND APPEAL PROCEDURES.

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

12.5 SCHOOL-INITIATED CLOSURE.

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

12.6 DISSOLUTION.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.7 below and 2) reassignment of students to different schools. School personnel and the School's governing board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's

request and counseling with students to facilitate appropriate reassignment.

12.7 RETURN OF PROPERTY.

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

Section Thirteen: General Provisions

13.1 ORDER OF PRECEDENCE.

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

13.2 AMENDMENTS.

No amendment to this Contract shall be valid unless ratified in writing by the District Board and the School's governing body and executed by authorized representatives of the parties.



13.3 MERGER.

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

13.4 NON ASSIGNMENT.

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

13.5 GOVERNING LAW AND ENFORCEABILITY.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law.

Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 NO THIRD-PARTY BENEFICIARY.

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

13.7 NO WAIVER.

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

13.8 NOTICE.

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

13.9 SEVERABILITY.

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

13.10 INTERPRETATION.

In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and Board of Education policies, procedures, regulations, or other requirements, unless waived, compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable district schools.

Attachment 1: District Board Resolution Approving the Charter School Application

**FOR INFORMATION ABOUT THESE ATTACHMENTS
AND WHAT THEY ENTAIL, SEE THE COLORADO CHARTER
SCHOOLS STANDARD APPLICATION, CHECKLIST,
AND REVIEW RUBIC AVAILABLE AT
WWW.CHARTERSCHOOLQUALITY.ORG >
PUBLICATIONS & TOOLS > AUTHORIZERS.**

Attachment 2: Pre-Opening Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
Establishment of School:			
Provide the proposed location of the School; identify any repairs/renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.			
Written, signed copy of facility lease, purchase agreement and/or other facility agreements for primary and ancillary facilities as are necessary for School to operate for one year or more.			
Provide evidence that students representing 50% of the projected fall membership have enrolled, including name, address, grade and prior school attended.			
Provide evidence that students representing 75% of the projected fall membership have enrolled, including name, address, grade and prior school attended.			
Document that the School is of sufficient size and with a sufficient number of classrooms to serve the projected enrollment.			
School Governance:			
Evidence that membership on the Board of Directors is complete; provide board roster with contact information for all board members , identification of officers, and conflict of interest disclosure and assurance.			
Schedule of Board Meetings (including date, time, and location for the 20__-20__ school year).			
Resume of each board member.			
Board-approved bylaws including satisfactory conflict-of-interest policy.			
Submit emergency contact information for the School Principal and other members of the management team.			
Provide an updated school calendar approved by the Board of Directors for the first year of the School's operation.			
Provide a copy of the School's emergency closure procedures.			
Written documentation that the School has completed criminal background checks on all school staff and volunteers that come into direct contact with the School's students.			
Copy of Employee Handbook, including at a minimum expectations for employee performance and behavior, compensation and benefit information, emergency response information, pay rates and/or salary scale(s), annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that employees may pursue In the event of disagreements.			
Budget:			
Submit the names of 1) individual(s) authorized to expend School funds and issue checks; and 2) individual(s) responsible for review and monitoring of monthly budget reports.			
Provide evidence that the Principal has completed training on child abuse and neglect reporting or has comparable experience.			
Provide a copy of an updated budget for the school year with evidence that it has been approved by the Board of Directors.			
Provide proof of insurance as set forth in the Contract.			

Attachment 3: Selected State Laws Applicable to Charter Schools

(Colo. Rev. Statutes, unless otherwise noted)

GOVERNANCE, RECORDS, AND CHARTER SCHOOLS

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

SAFETY AND DISCIPLINE

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

EDUCATIONAL ACCOUNTABILITY

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

CURRICULUM, INSTRUCTION, AND EXTRA-CURRICULAR ACTIVITIES

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

EXCEPTIONAL STUDENTS

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

FINANCE

30. School Funding Formula: 22-54-104 (3)
31. Funded pupil enrollment: 22-54-103 (10)
32. Tuition: 22-20-109 (5), 22-32-115 (1) and (2), 22-54-109
33. Fees: 22-32-110 (1) (o) and (p), 22-32-117
34. Allocation of funds to a capital reserve fund: 22-54-105 (2) (b)
35. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
36. Allocation of funds for instructional supplies and materials: 22-54-105 (l)
37. Allocation of funds for at-risk students: 22-54-105
38. Colorado Department of Education Financial Policies and Procedures
39. Excess tuition charges for out-of-district special education students: 22-20-109 (5)
40. Participation in PERA: 22-30.5-512 and 22-30.5-111 (3)
41. Financial Transparency Act: 22-44-301 et seq.

Attachment 4: Conflict of Interest Form

(NAME) CHARTER SCHOOL BOARD MEMBER CERTIFICATION FORM

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

BACKGROUND

1. Full legal name:
2. I affirm that I am at least 18 years of age by the date of appointment to the ABC School Board.
 Yes, I affirm.
3. Indicate whether you have ever been convicted or pled "no contest" of one or more of the following:
 - a. a misdemeanor related to honesty or trustworthiness, or
 - b. a felony. Does not apply to me.
 Yes

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

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me.
 Yes

CONFLICTS

1. Indicate whether you, your spouse, or anyone in your immediate family (in accordance with C.R.S. §7-128-501 (5), an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:
 - a. is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).
 - b. any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

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

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

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the School or a contractor who is conducting business with the School. If so, please indicate the precise nature of the business that is being or will be conducted.
 I/we do not anticipate conducting any such business.
 Yes

BOARD MEMBER CERTIFICATION FORM (CONTINUED)

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

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

DISCLOSURES FOR SCHOOLS CONTRACTING WITH AN EDUCATIONAL SERVICE PROVIDER

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

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

CONFLICTS FOR SCHOOLS CONTRACTING WITH AN EDUCATIONAL SERVICE PROVIDER

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

- I/we have no such interest.
 Yes

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

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

OTHER

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

- I affirm

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

SIGNATURE

DATE

Attachment 5: Education Service Provider (ESP) Agreement Guidelines

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

Attachment 6: Automatic Waivers of State Laws

1. C.R.S. §22-9-106. Local board duties concerning performance evaluations for licensed personnel
2. C.R.S. §22-32-109 (1)(f). Local board duties concerning selection of personnel and pay
3. C.R.S. §22-32-110 (1)(h). Local board powers concerning employment termination of school personnel
4. C.R.S. §22-32-126. Employment and authority of principals
5. C.R.S. §22-63-201. Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception
6. C.R.S. §22-63-202. Teacher employment, compensation and dismissal act of 1990; contracts in writing – duration – damage provision
7. C.R.S. §22-63-203. Teacher employment, compensation and dismissal act of 1990; probationary teachers – renewal and nonrenewal of employment contract
8. C.R.S. §22-63-206. Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation
9. C.R.S. §22-63-301. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
10. C.R.S. §22-63-302. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
11. C.R.S. §22-63-401. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
12. C.R.S. §22-63-402. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
13. C.R.S. §22-63-403. Teacher employment, compensation and dismissal act of 1990; payment of salaries

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

Attachment 8: Additional Waivers of District Policies

**FOR INFORMATION ABOUT THESE ATTACHMENTS
AND WHAT THEY ENTAIL, SEE THE COLORADO CHARTER
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Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

ENROLLMENT PREFERENCES.

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

- i. Siblings of students already enrolled in the School shall be automatically enrolled according to space availability;
- ii. Children of founding families, board member's and teacher's children, not to exceed 20%;
- iii. All other children living within District boundaries.
- iv. Other Colorado students

SELECTION METHOD.

When the number of applicants exceeds the number of spaces available, students shall be selected by a random lottery, taking into consideration the enrollment preferences described in the School's application and included herein. If additional spaces become available after the initial selection, students shall be offered admission based on their order on the waiting list. Any spaces available after all students on the waiting list have been offered admission shall be filled on a first-come, first-served basis. Waiting lists are not maintained from year to year: students on the waiting list who are not offered admission and wish to be considered for admission the following year must submit a new application.

ENROLLMENT TIMELINE AND PROCEDURES.

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

- i. Prior to submitting an application for admission parents and students shall be encouraged to attend an informational meeting about the School.
- ii. The School shall make clear at meetings and in written information provided along with the application that any student residing in Colorado may apply, although admission is based on the preferences listed above.
- iii. The School shall begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.
- iv. The lottery shall be held no earlier than mm/dd and no later than mm/dd of the year for which enrollment is being selected.
- v. Based on space availability, the School shall continue to accept students from its waiting list or, if the waiting list is exhausted, from parents submitting applications after the deadline for the lottery up until October 1. The School may accept students after October 1 at its discretion following the District's administrative transfer process.

Attachment 10: Service Agreements

SPECIAL EDUCATION SERVICES.

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

[OTHER PURCHASED SERVICES]

TIP

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



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