

**CHARTER SCHOOL CONTRACT**

**between**

**SCHOOL DISTRICT NO. 1 IN THE  
CITY AND COUNTY OF DENVER  
DENVER PUBLIC SCHOOLS**

**and**

**AUL DENVER  
(A CHARTER SCHOOL)**

**JULY 2021**

**DPS CHARTER SCHOOL CONTRACT FOR  
AUL DENVER**

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## **DPS CHARTER SCHOOL CONTRACT FOR**

### **AUL DENVER**

This Contract, effective the 1<sup>st</sup> day of July, 2021 is made and entered into between School District No. 1 in the City and County of Denver and State of Colorado (the “District”) and AUL DENVER, a public school organized as a non-profit corporation (the “School”), (collectively, the “Parties”).

### **RECITALS**

WHEREAS, on September 20, 2004, the Board of Education (the "Board") of School District No. 1 in the City and County of Denver, State of Colorado (the "District") received an application for consideration of a charter school referred to as ACADEMY OF URBAN LEARNING;

WHEREAS, on December 2, 2004, the Board approved the charter application of ACADEMY OF URBAN LEARNING;

WHEREAS, ACADEMY OF URBAN LEARNING opened to serve students in the 2005 - 2006 school year;

WHEREAS, on February 21, 2008, the Board approved the renewal application for ACADEMY OF URBAN LEARNING;

WHEREAS, on November 29, 2012, the Board approved the renewal application for ACADEMY OF URBAN LEARNING;

WHEREAS, on November 20, 2014, the Board approved the renewal application for ACADEMY OF URBAN LEARNING;

WHEREAS, on December 15, 2016, the Board approved a charter renewal application for consideration from ACADEMY OF URBAN LEARNING;

WHEREAS, on November 15, 2018, the Board approved a charter renewal application for consideration from ACADEMY OF URBAN LEARNING;

WHEREAS, on May 22, 2020, the State of Colorado approved the name change from ACADEMY OF URBAN LEARNING to AUL DENVER;

WHEREAS, on October 1, 2020, the Board received a charter renewal application for consideration from AUL DENVER

NOW THEREFORE in furtherance of the foregoing recitals, the Parties agree as follows:

## AGREEMENT

### **1. ESTABLISHMENT OF AUL DENVER**

As authorized by the Charter Schools Act, the District hereby approves the Charter School Contract for AUL DENVER, upon the terms and conditions set forth in this Contract as well as the terms and conditions outlined in Resolution #4099, which is hereby incorporated into this Agreement. A failure to meet performance objectives or to adhere to the terms and conditions of this Contract renders the Contract subject to revocation pursuant to the terms of this agreement and or the Charter School Act.

The School acknowledges that this charter is conditional upon the School's compliance with the conditions stated in Resolution #4099. The School further acknowledges that failure to comply with these conditions is a material breach of this contract and may result in revocation of the School's charter, or withholding of funds, or other action deemed appropriate by the District.

### **2. MISSION**

Our Mission is to provide our students with a positive school community, rigorous academic program, and develop the skills necessary to succeed in the world.

### **3. TERM OF AGREEMENT**

This Contract is effective July 1, 2021, and will terminate on June 30, 2023, unless earlier terminated or extended as provided herein. Pursuant to DPS Board Resolution #4099 this Contract may be extended for two years and will terminate on June 30, 2025 if DPS determines that the School has met the performance conditions stated in Resolution #4099.

### **4. GENERAL**

- A. Application Incorporated in Contract. The AUL DENVER application for the establishment of the School ("the School Application"), as approved by the Board, is incorporated into this Contract as Appendix A. The provisions of this Contract will supersede and control over any conflicting or inconsistent language contained in the School Application. References to "the Contract" set forth below shall include the contract, the documents herein integrated, School Application and the description of the educational program provided in the Application.
- B. Merger. This Contract contains all terms, conditions, understandings, and agreements of

the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.

- C. Amendments. No amendment to this Contract will be valid unless ratified in writing by the District Board and the School's governing body and executed by authorized representatives of the Parties; except that the Board delegates to the Superintendent or their designee the authority to ratify non-material amendments, such as amendments regarding a change in educational programming which is consistent with student performance standards, so long as the ratification is in writing and executed by the Superintendent or their authorized designee.
- D. Governing Law and Enforceability. This Contract will be governed and interpreted 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 will have effect only to the extent permitted by law. 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, and to negotiate in good faith to adopt any necessary or appropriate replacement provision.
- E. 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.
- F. No Third Party Beneficiary. This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.
- G. 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.
- H. Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

## 5. CORPORATE STATUS

The School is organized as a non-profit corporation subject to the following terms and conditions:

- A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law.
- B. Corporate Purpose. The purpose of the School as set forth in its articles will 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.*
- C. Governance. The School represents that it is and shall maintain its status as a non-profit

corporation that holds the charter. The articles of incorporation and bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The articles of incorporation and bylaws are attached to this Contract as Appendix B. Any modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body must be submitted to the Portfolio Management Team, formerly known as the Office of School Reform and Innovation, within ten business days of its ratification or adoption by the School. Material changes to bylaws or Articles of Incorporation are subject to approval by District staff.

- D. Non-Commingling and Accounting. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. All funds received hereunder shall be used solely for the school authorized by Denver Public Schools; tracking of this is the sole responsibility of the School.

## **6. COMPLIANCE WITH LAWS, POLICIES, PROCEDURES, AND RULES**

- A. In General. The School will comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent the School has obtained waivers from state law and District policies, in accordance with Section 26 below.
- B. State Accountability. The School agrees that it shall be deemed a public school subject to all applicable provisions of Colorado Revised Statutes, specifically including, but not limited to student assessment, student assessment administration, data collection, reporting, grading, and remediation requirements. The School shall also be held to the accreditation requirements including those for which other schools are accountable and other accreditation requirements as may be appropriate for charter schools.
- C. Program. The operation of a charter school shall be deemed to include, to the extent permitted under C.R.S. § 22-30.5-104(8), other educational programs that are research-based and proven to be effective.
- D. Compliance with Data Privacy Laws. School warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities, relating to informational privacy and protection of students, families and others, as and when applicable, including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act, (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; (h) Americans with Disabilities Act, and Federal Export Administration Regulations; (i) the Individuals with Disabilities in Education Act; (j) the Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq., (k) C.R.S. 22-1-123; (j) the Licensed Personnel Performance Evaluation Act, especially at C.R.S. 22-9-109; (l) the Colorado Open Meetings Law, especially at C.R.S. 24-6-402(4)(f) and

24-6-402(4)(h); and (m) the Colorado Open Records Act, especially at, C.R.S. 24-72-204(2)(a)(VII), 24-72-204(3)(a)(II)(A), 24-72-204(3)(a)(VI), 24-72-204(3)(d), and 24-72-204(3)(e) and

## **7. INSURANCE AND LEGAL LIABILITIES**

- A. Insurance. The School will provide and maintain adequate insurance necessary for the operation of the School, including, but not limited to, the insurance outlined in Appendix E.
- B. Risk Management. The School will promptly report to the District any and all pending or threatened claims or charges, and promptly provide the District's general counsel and Risk Management department with all notices of claims, cooperate fully with the District in the defense of any claims asserted against the District, its board members, agents or employees arising from or related to the operation of the School, and comply with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the District's and the School's applicable insurance policies. If the School obtains insurance through any policy held by the District, it shall comply with all risk management requirements of the District and its insurer.
- C. Limitation of Liabilities. In no event will the District, Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of the School, or its board members, officers, employees, or agents.
- D. Faith and/or Credit Contracts with Third Parties. The School shall not have authority to extend the faith and credit of the District to any third party and agrees that it will not attempt or purport to do so. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District and agrees to include a statement to this effect in each contract or purchase order it enters into with third Parties. The School acknowledges that the same provisions in law that apply to the District itself limit the School's authority to contract.
- E. Indemnification. The School agrees to indemnify, defend, and hold the District, its Board members, officers, employees, and agents harmless from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the School's operation or the conduct of any of the School's employees, agents, or representatives. The School will reimburse the District for any award, judgment or fine against the District and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability. The District may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges, or proceedings. This provision will not be deemed a relinquishment or waiver of applicable immunities or other limitations of liability available to the School, or the District under law. This indemnification obligation will not be interpreted or applied to make the School financially responsible for claims against the District made by third parties and based on conduct occurring at the School by District board members, officers, or employees operating within the scope of their responsibilities to the District. The obligations created

under this section will survive the expiration or termination of this Agreement.

- F. Formal Notification of Legal Action. The School shall provide written notice to the District in the event that the School is named as a defendant in a threatened or current legal action. Such notice shall be given no later than fifteen business days after the date at which the legal action was filed or threatened.

## **8. FOOD SERVICES**

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

## **9. EDUCATIONAL PROGRAM**

- A. Characteristics. The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval:

We are a trauma informed campus providing project based learning for students ages 14-21 in an accelerated model.

- B. Content Standards. The School's educational program shall meet or exceed the Colorado Academic Standards aligned with the Common Core State Standards including changes prescribed by the State Department of Education.
- C. Curriculum. The School shall implement the curricula described in the School and/or Renewal Application, supplemented with such other curricula which may be helpful to the School's academic progress to the extent that such curricula meets or exceeds Colorado Academic Standards aligned with the Common Core State Standards, including changes prescribed by the State Department of Education, and District policies that have not been waived.
- D. Graduation Requirements. The School's curriculum shall meet or exceed all of the graduation requirements of the District and the School's course offerings will be appropriately aligned with those requirements as applicable unless the School has an approved waiver from the DPS graduation requirements.
- E. Educational Services. If the School plans to contract with any outside corporation, agency or entity ("Service Provider") for the provision or implementation of all or a substantial portion of its educational programming, the initial agreement reflecting such contracting, any renewal of such agreement, and any amendment making material changes to such agreement (the "Management Agreement") is subject to District approval prior to execution by the School's governing board or President. In addition, the Management Agreement must provide that: (1) the District is a third-party beneficiary to the Management Agreement and (2) the District has the right to enforce and rely upon the obligations set forth in the Management Agreement. Such designation as a third-party beneficiary and right to enforce and rely upon obligation set forth in the Management



Agreement shall be for the sole purpose of enforcing rights and obligations related to circumstances of school closure and termination of the Management Agreement.

- a. The Management Agreement shall include a provision requiring the School and Service Provider to provide written notice to the District of any intent to terminate the Management Agreement no later than December 1<sup>st</sup> of a given school year. In the event timely notice of termination is not provided to the District, the termination shall not be effective until the end of the school year which follows the school year in which the notice was provided. This provision shall supersede any other provision within the Management Agreement regarding termination effective date which may be in conflict with this provision.
  - b. In addition, the Management Agreement shall include a provision stating that in the event of school closure, the School and Service Provider shall both have the responsibility to continue to provide on reasonable terms, the educational services and programs as outlined in the Management Agreement during any phase-out period for the School, even if the Service Provider has submitted an intent to terminate the Management Agreement.
- F. Staff Qualifications. Each teacher and all applicable staff shall meet the applicable qualification requirements for teachers under state and federal law, as amended from time to time. The School shall ensure that it submits data verifying the qualifications of all teachers and applicable staff to DPS by the date specified by DPS annually and subsequently for staff hired during the school year within four weeks of hire. Teachers who are not qualified pursuant to applicable state and federal law may not continue to be employed as classroom teacher and/or teacher of record in those classrooms where they are not qualified to teach and the School shall assure that all students have appropriately qualified teachers of record at all times. The District reserves the right to take action to ensure this obligation is met, including the right to require the removal of a teacher.
- G. Staffing. The approved School Application includes a staffing and leadership plan designed to provide the educational program. The District may initiate a Right to Review, pursuant to Section 10.K of this Contract if the School is proposing or has undertaken changes to its staffing plan that the District reasonably believes are likely to have a substantial adverse effect on the School's ability to deliver the education program as approved. Furthermore, the School agrees to notify the District of a change in School leader within 10 business days of such change.
- H. Staff Training. The School agrees to provide all staff with the training necessary to be effective in their positions, including any training required by local, state, or federal law.
- I. Assessment.
- a. The School shall participate in all testing programs required by the State of Colorado, currently including, but not limited to, the Colorado Measures of Academic Success ("CMAS"), Colorado PSAT/SAT, READ Act aligned early literacy assessments, Universal Gifted Screening, and any applicable placement and assessment tests for Multilingual Learner (MLL) students, including but not limited to ACCESS and W-APT, as they exist now or may later be amended. The School shall attend all District required training sessions, maintain test security,

and administer the tests consistent with all relevant state and District requirements, including District-developed testing ethics and administration procedure training to school staff. The School shall follow professional and ethical standards. Violation of this provision of this Contract shall be deemed a material violation.

- b. The School shall comply with the requirements of the Colorado Reading to Ensure Academic Development Act (READ Act), C.R.S. §§ 22-7-1201, *et seq.* including but not limited to:
    - i. Student promotion and retention criteria
    - ii. Progress monitoring and interventions for struggling students
    - iii. Parent communication
    - iv. Assessment administration
  - c. The School shall be required to implement interim assessments, described in the Application submitted by the School or as approved by the District. The District may request interim assessment data as part of ongoing performance monitoring or other processes. The School will supply this data within 15 days of a written request by the District for such information.
- J. Gifted and Talented Students. The School will implement the District process for identifying gifted and talented students. Further, the School will develop programming for identified students that is acceptable to the District and comply with state rules to create and maintain an Advanced Learning Plan (“ALP”) for each student who is identified as gifted and talented. Finally, the School will identify an employee or agent who will be responsible for the following: overseeing implementation of the identification process (including universal assessments), drafting ALPs, and ensuring that GT services are being provided in the classrooms.
- K. Discipline. The School shall ensure that its discipline policy as implemented for all students is in compliance with Section 22-32-109.1 and 22-33-105 of the Colorado Revised Statutes and District Board Policy JK and Regulation JK-R, each as revised from time to time, to ensure equity across all students. The School may waive JK and JK-R for the limited purpose of creating its own in-school and out-of-school suspension procedures; however, in that case, the School must submit a copy of its in-school and out-of-school suspension procedures to the DPS Portfolio Management Team. The replacement policy is subject to District approval.

## **10. OBJECTIVES/PUPIL PERFORMANCE STANDARDS AND EVALUATION**

- A. Organizational Performance Objectives. The School shall adhere to the following organizational performance objectives, which shall be measured annually.
  - a. The Network shall adhere to C.R.S. §§22-44-301, *et seq.* and 22-45-101, *et seq.*
  - b. The School’s expenditures, inter-fund transfers, and reserves shall not be in excess of available revenues and beginning fund balances;
  - c. The School shall maintain a reserve that meets the statutory requirements under the provisions of Article X, § 20(5) the Colorado constitution (TABOR); C.R.S. §

22-44-105 (1) (c.5).

- d. The School shall provide the District with a copy of a lease or purchase agreement providing evidence that the School has secured an acceptable facility in which to operate no later than 150 days prior to the opening of the school (unless the parties mutually agree to a different date). If the school is leasing facilities, the school shall ensure that a lease is in place no later than 150 days prior to the start of subsequent school years. If a new lease is secured or the terms of the lease change, the School shall provide the District with a new copy of the lease no later than 150 days prior to the start of school. The School's facilities are subject to all additional requirements outlined in Section 16 of this Contract.
- B. Academic Performance Objectives. The School shall adhere to the following academic performance objectives, which shall be measured annually.
- a. School Performance Framework (SPF): The School shall annually receive a "Performance" rating on the Colorado School Performance Framework or make adequate progress towards this objective. The School will only receive an official SPF rating for the entity recognized in this Contract and identified by a CDE supplied school number. No subdivision of the School shall receive a public rating. 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 annually develop written, governance-neutral criteria to consider appeals to plan assignments by June 30, or a mutually agreed upon date. The District will share a draft of the criteria prior to its final publication with the Collaborative Council. Using this criteria, District staff 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. District staff shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1. 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.
    - i. If the School Performance Framework is not available on a timeline to inform accountability processes, the District will set targets based on available data that are equally rigorous to the target of Meeting Expectations on the prior year's SPF.
    - ii. For the purposes of this Contract, the District and School have mutually agreed to the performance benchmarks that shall constitute adequate progress towards meeting SPF expectations. To be found to have made adequate progress, the School must meet the following performance benchmarks in their entirety:

For SY 2021/2022, AUL Denver shall have at least 60% of tested students meet their MAP growth goal in Literacy, Math, and Language Use, calculated the methodology from measure 1.02 on the 2019 District Alternative SPF applied to a single year.

AND

For SY 2021/2022, AUL Denver shall have a minimum of 70% of students who are enrolled during a testing window take each of the MAP subject areas tests (Literacy, Math, and Language Use) in each testing window (fall, winter and spring).

- C. State-Required Assessments. Student results, including those measuring longitudinal growth and levels of proficiency, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide.
- D. ACCESS or comparable State-mandated test of English Language Proficiency. Student growth on state-required assessments of English language proficiency shall equal or exceed results for schools serving comparable students district-wide.
- E. State and Federal Accountability. The School shall meet all State accountability requirements of the Educational Accountability Act (C.R.S. §§ 22-11-101 *et seq.*), or subsequent provisions under ESSA.
- F. Evaluation and Progress Monitoring. The School shall be subject to review of its operations, including related records, when the District, in its sole discretion, deems such review necessary. The District determines the process and method by which it collects and analyzes data and the School agrees to cooperate with the District and submit any required documentation.
- G. Renewal Review Process. The School shall be subject to a rigorous, objective evaluation process in order to renew this Contract. The Renewal Review Process shall occur in the final school year of the current term of this Contract. Such process shall include multiple measures of progress towards the Performance Objectives as well as compliance with the other terms and requirements of this Contract. The School shall be required to submit a renewal application as part of such process, in form and substance acceptable to the District. In addition, the School may be required to participate in review meetings, discussions, and/or school visits conducted by the District. Schools rated as “Improvement,” “Priority Improvement,” “Turnaround,” or “Insufficient Data” on the Colorado School Performance Framework must meet the mutually agreed upon performance benchmarks in their entirety (if applicable), as determined by the District, and also demonstrate a capacity for ongoing school improvement in order to receive a contract renewal. If these benchmarks are not met, the determination of whether the school is making adequate progress will be determined through the renewal process.
- H. Annual Progress Monitoring. The District shall regularly gather academic, operational and financial data in order to determine the School’s progress towards the Performance Objectives as well as to monitor general compliance with contract requirements and local, state and federal law.
  - a. As part of Annual Progress Monitoring, the District may use evaluative tools such

as the Financial Performance Framework to benchmark the performance of the School against other charter or District schools. The District reserves the right to develop and implement such tools. The School shall have the right to review official reports and analysis prepared by the District as part of the Annual Progress Monitoring.

- b. As part of Annual Progress Monitoring, the District will provide all schools with annual feedback on academic performance and organizational sustainability, per the requirements of C.R.S. § 22-30.5-110 (1)(b).
- I. Interim Review Process. The School may be subject to an Interim Review Process in a year other than the final year of this Contract, at the sole discretion of the District. Similar to the Renewal Review Process, the Interim Review Process shall include multiple measures of progress towards the Performance Objectives as well as compliance with the other terms and requirements of this Contract. The Interim Review Process may require unique data submissions, meetings, discussions and/or school visits conducted by the District.
- J. Parent Satisfaction. Each year, the School shall administer a survey to measure the satisfaction of its parents and students. The School shall use, at a minimum, the satisfaction survey developed and scored by the District. The School may also administer its own satisfaction survey but this cannot be in lieu of the District survey.
- K. Failure to Meet Objectives. If the District reasonably determines that a) there is a substantial likelihood that the School will fail to meet or make reasonable progress toward achievement of the Performance Objectives, b) it will fail to meet generally accepted standards of fiscal management, c) it is failing to comply with District policies not expressly waived, d) it is failing to meet the requirements of the Performance Compact or e) to address concerns regarding the health and safety of students and staff at the School, the District may invoke the right to review and require remedial action. In that event, upon written notice by the District, the School shall, within thirty (30) days of notice, propose a Corrective Action Plan. The District shall have the right to approve or reject the plan, and to monitor implementation of the plan. As part of the Corrective Action Plan, the District may require that the School identify specific interim performance objectives to be set and that this Contract be amended to include these interim performance objectives. These objectives must be agreed upon by the School and District and this right shall not supersede other rights provided around District action. If the School disputes these requirements, the School and District shall undergo the Dispute Resolution Process described in Section 25 of this Contract.
  - a. The School acknowledges that achieving the Performance Objectives and complying with the material terms of this Contract is critical to meeting the needs of students in the District. The School shall actively monitor its own progress towards achieving the Performance Objectives and any benchmarks outlined in a corrective action plan, as applicable. If the School continues to fail to meet the Performance Objectives, the School agrees that its Board will consider the option of relinquishing this Contract. Further, the School acknowledges that a failure to meet the Performance Objectives is a material breach, as outlined in Section 22 of

this Contract.

## 11. ENROLLMENT

- A. Enrollment Policy. As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), the School shall make enrollment decisions in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School will develop and implement an annual recruitment plan, designed to provide access to all student populations which includes, but is not limited to, enrolling students that are eligible for free/reduced lunch, students with special needs, and Multilingual Learner (MLL) students, and represents the diversity of the District. The District may review this recruitment plan at any time upon reasonable request to the School.
- B. Participation in DPS SchoolChoice. The School will participate in the DPS SchoolChoice process. The SchoolChoice windows for Round 1 and Round 2 will be determined by the District and announced annually no later than September 30 of each year. If the School is approved for Alternative Education Campuses (AEC) status, it shall follow the process and timelines set by the DPS Transitions team for student enrollment.
- C. Enrollment Milestones. The School acknowledges that during the course of this Contract, it is critical to the ongoing viability of the School that the School maintain consistent enrollment aligned with District Projected Enrollment (“Projected Enrollment”) which the School shall have the opportunity to review and negotiate before being finalized, and the approved enrollment set in most recent application (“Approved Enrollment”). The following milestones are established regarding enrollment:
- a. During the year preceding opening of the School:
    - i. By the end of SchoolChoice Round 1 during the spring prior to opening, the School shall have and maintain enrollment at 80% of its original application enrollment.
  - b. During all subsequent years of operation, by the end of SchoolChoice Round 1, the School shall have and maintain enrollment of at least 80% of its Projected Enrollment for the following school year or, in cases where the projected enrollment is determined by the District to not be sufficient for the school to provide the approved educational program, the school must meet 80% of its Approved Enrollment. In the event that the School does not achieve 80% of its Projected Enrollment and Approved Enrollment for the following year by the end of SchoolChoice Round 1 the School shall provide the District no later than ten business days after receipt of request with a budget that demonstrates, based on the District’s sole discretion, that the School can operate the approved educational program based on the enrollment at the time of the budget submission. Additionally, the District may, at its discretion, request monthly financial statements to monitor the fiscal health of the School.
- D. Maximum Enrollment. The maximum number of students who may be enrolled in the School shall be 165 students, unless the School and District mutually agree to increase

this number. This maximum enrollment was determined pursuant to negotiations between the District and the School and is consistent with facilitating the academic success of students enrolled in the School and facilitating the School's ability to achieve the other objectives specified in this Contract. If the School wishes to enroll more than the maximum number of students listed above, the School must submit a written request to the District, in form and substance acceptable to the District, for review and approval. The District shall approve any reasonable requests as determined by the District. This maximum enrollment should not exceed the capacity of the School facility. Each year, the School will be asked to affirm an annual maximum enrollment that will be used to determine mid-year enrollment and SchoolChoice numbers.

- E. Grade Configuration. The approved grade configuration for the School shall be 9 - 12. If the School wishes to add or drop grade(s) within the current grade segment (e.g., adding 9<sup>th</sup> grade to a 10-12 grade configuration or dropping 6-8 from a K-8 grade configuration), the School's board shall submit a written request for approval outside the District's Call for New Quality Schools process, in form and substance acceptable to the District for review and consideration as an amendment to this Contract pursuant to District processes. If the School wishes to expand to serve a new grade segment (e.g., elementary school, high school or middle school), the School's board shall submit an application for approval through the District's Call for New Quality Schools process, in form and substance acceptable to the District for review and consideration as a new contract to serve the new grade levels. This application shall include, but not be limited to, an educational program plan and staffing, financial forecasts, evidence demonstrating the need for the new grade segment, alignment with regional feeder patterns, and demonstrations of community engagement and demand.
- F. Enrollment Equity.
- a. Enrollment Priority. The School shall work with the SchoolChoice office on an annual basis to set priorities. Annually, the School shall comply with the following priorities as well as any priorities outlined in the Facility Usage Agreement:
    - i. Provide priority to Denver resident students. That is, if the School has more applicants than it has space, preference shall be given to Denver resident students.
    - ii. If the School is in an Enrollment Zone, the School shall have a regional preference or boundary for students residing in that zone, to the extent that such preference is in compliance with the rules regarding start-up grants from CDE that the School receives.
    - iii. Once a student has been admitted through an appropriate process, including students enrolled at the School prior to the approval of this Contract, the school becomes that student's School of Record and that student may remain in attendance through subsequent grades, without regard to any priorities listed above.
  - b. Student Movement After SchoolChoice Round 1. To accommodate students physically moving into the District after SchoolChoice Round 1, the School

agrees to reserve placeholder slots to provide equitable access for students arriving after SchoolChoice Round 1. The School will reserve at least 5% of seat offers annually for students who arrive after the conclusion of SchoolChoice Round 1. If the School participates in an enrollment zone or occupies a District facility, the School will reserve placeholder slots at all grade levels at a quantity defined by the District based on regional or neighborhood trends and at a level consistent to access provided by other area schools. For schools reserving seat offers above 5%, these quantities will be determined annually, no later than March 1, through a transparent, data-driven process with the District-Charter Collaborative Council, which will make a recommendation to the Superintendent. The District will be responsible for filling placeholder seats. As an outcome to the lottery, placeholder slots may end up on the accepted student list. Between the last day of SchoolChoice Round 1 and the last weekday in August, any student who moves into the District shall have the right to request one of the placeholder slots. The School shall hold placeholder slots until the last Monday in the month of August, at which time it can draw students off its waitlist to fill any remaining slots so that the School can reach its target enrollment by October Count Date.

- c. Student Movement After October Count Date. Pursuant to Colorado state law, students who enroll in the School shall have the right to remain enrolled in the School through the end of the school year, absent expulsion, graduation, court ordered placement, or IEP placement. After the October Count Date, 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) is subject to an agreement between the School and the Superintendent or their designee. The School's enrollment will be counted on or before the October Count Date of each year, by a process implemented by the District. The School's waitlist cancels on the last weekday of September and should a student withdraw from or otherwise depart from the School after the October Count Date resulting in the School's enrollment dropping below the funded student count, the School will be required to make the vacated enrollment slot available to a student moving into the District if such student requests to enroll at the School. The School shall accept students into vacated seats at all grade levels.
- d. Enrolling New Students Moving into the Community. Schools operating in District facilities and/or serving neighborhood boundaries/enrollment zones shall enroll new students that move into the region surrounding the school after the October Count Date, at all grade levels and at a level consistent with access provided by other schools serving the neighborhood boundary/enrollment zone, even if current enrollment at the School is at or above the level at which the school was funded. The District will not enroll additional students in the School if enrollment exceeds 105% of the funded pupil count used to calculate the disbursements pursuant to Section 18.A.g below. In addition, the District will not enroll students above the limits of building capacity. The District-Charter



Collaborative Council shall review systems and processes regarding equity of access among these students through a transparent, data-based process every third year, using two years of available data, and make a recommendation for any revisions to the Superintendent. The agreement to take new students once the school year has commenced will have no bearing or impact on the lottery for open seats that occurs prior to the start of the school year.

- e. Geographic Obligation: Schools in District facilities agree to serve a geographic obligation (neighborhood boundary or enrollment zone) if asked to do so by the District. Schools participating in neighborhood boundaries or enrollment zones will operate in a manner consistent with other schools in the zone or boundary and using a shared set of criteria and expectations. The District will make every effort to provide 12 months' notice to charter schools in District facilities regarding new or changing geographic obligations. Exceptions may exist in situations such as school closures where a shorter timeline may be necessary in order to provide options for impacted families; in such cases, the District shall notify charter schools in District facilities within 30 days of the decision necessitating a new or changing geographic obligation. The District-Charter Collaborative Council will review criteria and expectations for enrollment zone service every third year, using two years of available data, and make a recommendation for any revisions to the Superintendent.
- f. Administrative Transfers: The School agrees to use the standard District administrative transfer process. The School shall consider administrative transfer requests for vacated seats at all grade levels. Transfer approval is based on space availability, demonstration of genuine need, and student's history.

## 12. MULTILINGUAL LEARNERS

- A. Multilingual Learners. The School shall implement a program for Multilingual Learner (MLL) students that uses efficient and effective techniques to provide MLL students with the English language skills they need to meaningfully and equally participate in the School's mainstream English language instructional program.

To satisfy the three-pronged test set forth in *Castaneda v. Pickard* (1981), the School must meet the needs of MLL students in several critical areas, as follows:

- a. The School shall follow the District's procedures for identifying, assessing, monitoring and exiting MLL students, consistent with state and federal law.
- b. The School is required to provide and demonstrate evidence of an English language development block for all MLL students that uses research-based curriculum and resources specifically selected by the School for MLL students.
- c. The School shall provide Transitional Native Language Instruction (TNLI); or an equivalent in native language supports if it is serving a significant number of MLL students; or provide a program based on an educational theory recognized as sound by experts in the field or that is considered by experts as a legitimate

experimental strategy with the resources and personnel to implement this theory effectively. Note: if the School wants to make changes to its programming that impact the Native Language Instruction requirements outlined in the School's DPS MLL Programming MOU, the School must submit a formal request to DPS for review and approval by District staff. If the proposed changes would alter the approval resolution or the charter contract, the changes must be approved by the Board of Education.

- d. The School shall assess whether the program is being implemented with fidelity and conduct ongoing evaluation and adjustment of programs to ensure language barriers are actually being overcome.
- e. The School shall provide Multilingual Education (MLE) program services by ELA teachers who are fully ELA qualified.
- f. The School shall identify a school administrator, or an administrator-designee, with MLE expertise to provide oversight and evaluate the effectiveness of MLE services provided by the School.

The District and School will work collaboratively to ensure that the MLE program complies with state and federal law as well as any court order applicable to the District's MLL programs, including the Consent Decree adopted by the US District Court in the case of Congress of Hispanic Educators v. DPS (1:95-DV-02313), in a manner that preserves the essential nature of the unique educational program of the School. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of e Multilingual Learners, the District's position will control, provided the School may pursue dispute resolution while implementing the District's interpretation.

### **13. STUDENTS WITH DISABILITIES**

A. Students with Disabilities. Notwithstanding anything in this Contract to the contrary and unless otherwise agreed to by the Superintendent or their designee and the School, the education of students with disabilities as required by all applicable statutes, rules, regulations, orders and restrictions of the United States of America, the State of Colorado and municipalities thereof, and of any governmental department, commission, board, regulatory authority, bureau, agency and instrumentality of the foregoing, including, but not limited to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504), or the Americans with Disabilities Act (ADA) (collectively "Special Education Laws") shall be provided as follows:

- a. The District's Responsibilities. The District, as the Local Education Agency (LEA), is responsible for ensuring that the requirements of Special Education Laws are met in the School and the District will oversee and monitor compliance with Special Education Laws in the School. Accordingly, unless waived, the School will comply with all District approved policies and procedures for the education of students with disabilities. District oversight of compliance with Special Education Laws includes, but is not limited to, the referral processes,

evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities. If the School chooses to employ its own special service providers, the school will ensure that there is adequate staff to meet the services identified for students with disabilities based on student-staff ratios. Furthermore, if the School and the District disagree regarding an interpretation of Special Education Laws, the District's position will control, provided the School may invoke the dispute resolution process as outlined in Section 25 of this Agreement while implementing the District's interpretation. The District will provide training, consultation and advice to the School as needed with regard to Special Education Laws. The District agrees to work in good faith with the District-Charter Collaborative Council to address concerns raised regarding special education services and implementation.

- b. The School's Responsibilities. The School will comply with all Board policies, procedures and regulations, and the requirements of Special Education Laws (unless waived in accordance with the terms hereunder). Additionally, the School will ensure that students with disabilities receive a free and appropriate public education (FAPE), including, but not limited to, providing services, accommodations, and modifications as necessary to students with disabilities. By way of illustration and not by way of limitation, such cooperation and assistance shall include making available reasonable times and places, including an appropriate resource room or work area, during the regular school day for the provision of special education services, providing time at the School's expense for the student's general education teachers to attend IEP meetings and other meetings and to provide consultation to the District's special education staff concerning students, and providing appropriate meeting rooms at the School site for meetings with parents.
  - i. Staffing. The School shall employ all necessary staffing, including, but not limited to, teachers, administrative and special services staff, direct service providers, related service providers, and paraprofessionals (SPED Providers) (except as provided herein) necessary to provide specialized instruction to its students with mild/moderate disabilities. Such SPED Providers shall be properly trained, licensed and endorsed to provide the special education services for which they are employed, and such SPED Providers shall have such other training and qualifications as the District may in its discretion prescribe. The number of SPED Providers employed to provide specialized instruction to mild/moderate students of the School shall be determined in accordance with generally applicable Special Education Laws. The District reserves its right, upon written notice to the School, to require the School to assign a different teacher to provide specialized instruction to mild/moderate students if the District determines that the teacher employed by the School in that capacity is not properly qualified or is not delivering special education services in accordance with

Special Education Laws.

- B. Provision of Services for Mild/Moderate Needs Students. The School shall provide a FAPE to students with mild or moderate needs in accordance with the student's IEP or 504 plan. The provision of FAPE will include providing a full continuum of services to identified mild or moderate students in the Least Restrictive Environment (LRE).
- C. Provision of Services for Students with Severe Special Needs. If asked by the District, the School shall work with the District to develop a plan and program to host a center-based program to serve students with severe special needs, as outlined herein. The District shall notify the School at least 12 months prior to the intended opening of the center-based program. The District and School shall work jointly to determine if the School is an appropriate host for one or more programs to serve students with severe special needs. In the event the District and the School agree to place a center-based program for students with severe special needs at the School, the School and the District agree to address all issues related to the operation of the center-based program, including, but not limited to, the anticipated nature and characteristics of the severe needs program or programs to be maintained by the School, the role of the School and District personnel in the delivery of services to such students, the expected content of communications to parents or the public regarding such services or program, responsibility for student transportation, and the financial arrangements to support such services or programming.
  - a. Funding for students in a center-based program. Schools that serve students with severe special needs through a center-based program shall receive funding and support from the District in accordance with Special Education Laws, including, but not limited to, the following: the standard per pupil revenue per the formulas in place for that school year; salaries of staff, equal to the average salaries of the District staff working in comparable programs; and direct initial funding to the program that is equitable with levels of funding provided to comparable District programs serving comparable students. The District will continue to provide special education funding to charter schools in the same manner as such funding is provided to district-managed schools under shared conditions with District schools, as required by federal law, and, specifically, to do so with Year Zero funding and shared conditions. The District agrees to make available upon request timely information regarding the cost of services being provided to students with severe special needs by program types and schools. The School agrees that such funding shall be used exclusively for support of such severe special needs students.
  - b. Program design and staffing for a center-based program. The District and the School shall engage in a collaborative process to outline the program design. Parties will mutually agree to the timeline for implementation as well as the program materials and approaches to be utilized. The design, staffing and structure of the program must be in compliance with applicable Special Education Laws. For any disagreements between the School and District which may impact compliance with Special Education Laws, the District's decision shall control. Staff members working in the center-based program shall be employees or agents

of the School, not of the District. As such, the School shall ensure that all staff members meet the licensure standards applicable throughout the District and actively participate in the necessary training to maintain their skills and licensure (including, but not limited to, NCI training and training regarding compliance with District Policy JKA and Regulation JKA-R); and implement and provide special education services in accordance with the terms and conditions of each student's IEP. The School shall provide to the District, prior to making a final offer of employment to each prospective staff member for the center based program, the following information and documentation regarding such prospective staff member:

- i. Copy of current license, registrations, and/or certifications
- ii. Proof of completion of education requirements
- iii. Resume/References
- iv. Background Check
- v. Drug Screening (if necessary as determined by DPS or if required by law)

- c. Student Enrollment, Placement and Transfer in center-based programs. The District shall place students with disabilities in the School's severe needs program. Although the District retains final decision-making authority, it will work collaboratively with the School to ensure that the School has the structures in place to adequately serve students placed in the center-based program. All such decisions shall be made in consultation with the leadership of the School, the student's parents, the student (as appropriate) and shall be consistent with the enrollment, placement, transfer and removal processes as established by the District. After consultation, if the District determines that a center-based program is the appropriate location for a student with a disability, that student shall be enrolled in the program as soon as reasonably possible. The District shall establish the criteria and expectations for enrollment, placement, transfer and removal processes and shall consult with the District-Charter Collaborative Council in development of those processes. The District-Charter Collaborative Council will review criteria and expectations every third year, using two years of available data, and make a recommendation for any revisions to the Superintendent.
- D. Admission Process/Procedure. To ensure that the needs of students with disabilities are met, the School shall do the following:
- a. Within three (3) business days following the application deadline and upon completing the lottery, if any, the School will obtain the student's Special Education Records from the District, or from the student's most recent district of attendance.
  - b. Within three (3) business days following receipt of the student's Special Education Records, the materials will be provided to the appropriate school and program personnel for review which shall include the District central office special education staff supporting charter schools.
  - c. If the student is currently receiving mild/moderate services through an IEP, or is

currently served through a Section 504 Plan, the School shall accept the student for admission unless there are physical barriers to the student's access to the School. If, as determined by the District's IEP review, the student's IEP or Section 504 Plan requires placement in a center-based program, enrollment of the student will be in accordance with Section 13.C.c. If the school believes there are physical barriers to the student's access to the School, the School Principal or designee will review the IEP or Section 504 Plan and will make a determination whether the physical barriers prevent the School from meeting the student's needs as identified in the IEP or Section 504 Plan. The School Principal or designee shall notify the Director of Special Education or Section 504 Compliance Officer within (3) days, pursuant to Section 27 of this Agreement, that it believes the School can't meet the student's needs based upon physical barriers to the student's access to the School and the District shall make the final determination regarding whether there are physical barriers to the student's access to the School which prevent the School from meeting the student's needs as outlined in the student's IEP or 504 Plan..

- i. Unless state or federal law otherwise prohibit doing so, schools shall only provisionally accept nonresident students pending District review if the student's IEP requires any of the following three factors: services outside of the general education classroom 40% or more of the time; placement in a setting other than a traditional school building (e.g., separate school, hospital/homebound, residential facility); or the student's IEP requires a service that the school could not provide without hiring additional staff. The purpose of the District review will be to ensure that programming required by the student has capacity (space and/or adequate staffing) to implement the student's required services. Schools shall inform out-of-district families in writing of this provisional enrollment.
- ii. Schools may keep students enrolled currently in a school's center-based or other limited special education program but who move outside the boundaries of the District for the remainder of the school year. However, the school must inform families who move outside of the District's boundaries that they may be required to return to their district of residence pending a determination of program capacity within the District, so that families can appropriately coordinate with their district of residence. Students will only be disenrolled at the end of the school year if the student's particular program lacks capacity for nonresident students.
- iii. Schools that accept an out-of-district student must serve that student for the full academic year without a request for change of special education placement to another school, center, facility, or limited program unless there is adequate documentation collected and maintained by the School to support such a change in placement.

- iv. All enrollment of out-of-district students must comply with the District's choice policy JC and JC-R.
- d. 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. The School shall follow the District's procedures regarding transfer students and shall provide special education services to the student as required by the District's policies until the IEP and/or 504 Team meeting is held.
- E. Responsibility to Defend. The District will handle, at its cost, administrative and court proceedings and provide for the defense and payment of any claims, awards, or damages, including attorneys' fees, resulting from any alleged violation of any applicable law or regulation pertaining to the education of students with disabilities who are enrolled in the School, provided the School gives its full cooperation to and follows the advice and instructions of the District in special education and 504-related matters (both before and after any formal/informal complaint), and is in compliance with the terms of this Contract.
- F. Third-Party Providers and Consultants. Because the District remains responsible for special education services in the School under federal law, the School shall not engage the services of any third-party to provide special education and/or related services (even voluntarily or if requested by parent to allow services be provided by their third party provider), without first obtaining the written approval of the District, which approval the District may withhold in its sole discretion. In the event that the School believes that an arrangement for a third-party to provide special education and related services is needed, the School shall make a written request for the same to the District, setting forth the reasons for such request. The District will initiate discussions with the School administration as needed, and will make a decision regarding the requested third-party services on the same basis as such decisions are made in and for other District schools. The District retains final authority to make all decisions regarding third-party providers and consultants pursuant to this paragraph, provided that the District will respond to requests by the School to retain a third-party provider promptly and District approval will not be unreasonably delayed or denied.
- G. Compliance with Charter Schools Act. The Parties acknowledge that they have negotiated alternative arrangements for the provision of federally required educational services, as permitted by C.R.S. § 22-30.5-112 (2) (a.8), and that this Contract sets forth the agreed terms of those arrangements.
- H. Discipline of Students with Disabilities. The School shall ensure that each School's discipline policy as implemented for students with disabilities is in compliance with Section 22-32-109.1 and 22-33-105 of the Colorado Revised Statutes and the out-of-school suspension and expulsion procedures outlined in DPS Board Policy JK and Regulation JK-R, each as revised from time to time, or if the School receives a waiver from Board Policy JK and Regulation JK-R, as outlined in the School's replacement policy, to ensure equity across all students.

## 14. SCHOOL CALENDAR

- A. The School shall adopt a school calendar with an instructional program that meets the compulsory school attendance requirements of state law, financial guidelines, and state regulations. The fiscal year for the School will be from July 1st to June 30th. Each year the School will develop a calendar and submit it to the District by April 15<sup>th</sup>. The School will implement a calendar with at least as many instructional hours as the District.

## 15. TUITION

- A. The School will not charge tuition for general education to students who reside in the District unless specifically permitted in state law.
- B. If the School offers Early Childhood Education (ECE) three and four year old programming through Denver Public Schools, students attending the ECE programming at the School are required to pay tuition as set forth by the sliding scale fees applied to all ECE programs, as set forth by the District.
- C. Tuition for nonresident students may be charged in accordance with state law and such District policies and procedures as may be adopted from time to time.

## 16. FACILITIES AND LOCATION

- A. The District will help support the School's facility needs by providing for the following:
  - a. Inclusion in District General Obligation Bond Elections. Pursuant to CRS § 22-30.5-404, the District shall appoint a representative of charter schools to the school district's long range planning committee and any committee established by the school district to assess and prioritize the district's capital construction needs and shall notify charter schools of the appointed representative and the committee's meeting schedule. The District shall invite each charter school to a discussion regarding the possible submission of a Bond no later than June 1 of the applicable election year. The School shall have the opportunity to be considered for and included in any District General Obligation Bond Elections for charter capital construction needs, in accordance with the requirements set forth in C.R.S. § 22-30.5-404. Capital construction projects shall be consistent with the purposes set forth in C.R.S. § 22-42-102(2)(a) to (2)(a)(V). Determination of whether to include the School's request in the Bond Election is at the discretion of the District, subject to the requirements of C.R.S. § 22-30.5-404.
  - b. Provision for Independent Charter School Mill Levy. The School shall have the opportunity to request that the District submit to the eligible electors of the District the question of whether to impose a mill levy for the purpose of financing capital construction for the School in accordance with C.R.S. § 22-30.5-405. Any election called for by a special charter school mill levy shall have the costs borne by the School. Determination of whether to include the School's request in a Mill Levy Election is at the discretion of the District, unless required by law.



- c. Facility Needs. The District shall cooperate with the School in providing information available to the District regarding available facilities, District owned land, furniture and equipment, if any, and will consider any request of the School for the use of such resources by the School. The District shall provide upon request an annual list of available district facilities and land pursuant to C.R.S. § 22-30.5-104(7.5)(a).
  - d. Access to District Facilities. The School shall have the right to apply to the District for consideration for District facilities pursuant to the District's policies regarding facility allocation and co-location and the established District facility allocation and co-location processes. If a School is approved for placement in a District facility, the District shall make the space available without charging rent, and all other applicable services for operations and maintenance shall be made available at cost, according to the terms of the Facility Use Agreement. The Facility Use Agreement will outline mutual responsibilities of the School and the District that are necessary for the School to occupy a District owned facility. The term and duration of the Facility Use Agreement shall match the term and duration of the Charter Approval of the public school in that facility, subject to the terms and conditions of the Facility Use Agreement.
  - e. Notice of Bond Elections. The District Board shall keep the School informed of any District Board of Education meeting at which it considers a proposed District General Obligation Bond Elections for District capital construction needs, in accordance with the requirements set forth in CRS § 22-30.5-404, or a proposed mill levy for the purpose of financing capital construction in accordance with CRS § 22-30.5-405.
- B. Location. The location of the School shall be consistent with the School Application and acceptable to the District. The School shall be located at 2417 W. 29th Ave, Denver, CO 80211. The School may change its location only after obtaining written approval, and such approval shall not be unreasonably withheld, delayed, or conditioned, from the District Board, the Superintendent or their designee, subject to such terms and conditions as may be specified by the Board. Any change in location of the School shall be consistent with the Application and acceptable to the District.
  - C. Use of the Facility by the School. If a School operates in a District facility, the School's use of such facility shall be governed by a separate Facility Use Agreement to be negotiated by the parties.
  - D. Certificate of Occupancy. If the School is located in a private facility, it shall have the obligation to provide the District with a Certificate of Occupancy on an annual basis no later than July 1 of each year, or a mutually agreed upon date (if changed from the previous year's submittal).
  - E. Inspections. The District will have access at all reasonable times to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this Contract.
  - F. 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. However, if such an event occurs, the District shall use its best efforts to locate or provide an alternative facility for use by the School. In the event the School is prevented by law, public health emergency, or other disaster from making ordinary use of one or more school facilities it may engage in appropriate remote education temporarily while working to remedy the situation or determine when a declared emergency has ended or no longer requires that its facility not be occupied by students. The School and District shall confer and collaborate in responding to such exigent circumstances. The District may require the School to submit a written plan for any extended use of remote instruction, including how the School will provide FAPE to all identified students with disabilities, and may require the School to submit a written statement, with appropriate supporting documentation, if any, on when it will be possible to resume ordinary in-person instruction.

## **17. FINANCIAL COMPLIANCE**

- A. The School shall comply with all state financial and budget rules, regulations, and financial reporting requirements with which the District is required to comply, including but not limited to:
  - a. Audit. The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB Standards performed by a Colorado certified public accountant each fiscal year that meets state requirements and is acceptable to CDE. A draft audit will be provided to the District in written form no later than September 15th of each year. Final audits are due within 10 business days of the School receiving notice from the District that the audit may be finalized. The School will pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts using the provided template by the last business day in September or as otherwise communicated in advance by the District. If the draft audit is not received by September 15<sup>th</sup> of each year, the School will be issued a Notice of Concern and shall have five business days to cure before the School will be in material breach of Contract.
  - b. Interim Reports. The School shall prepare quarterly financial reports for all funds for the District in compliance with C.R.S. § 22-45-102(1)(b). Such reports shall be submitted to the District no later than twenty (20) days or as otherwise agreed upon by both parties in writing following the end of each quarter except for the fourth quarter report which shall be submitted no later than thirty (30) days following the end of the fiscal year.
  - c. Records. The School agrees to maintain financial records in accordance with the appropriate governmental accounting method and to make such records available promptly to the District upon request.
  - d. Financial Policies. The School shall use and follow all policies applicable to

charter schools in the Financial Policies and Procedures Handbook from CDE, chart of accounts, and appropriate use of account codes, including grant codes using templates provided by the District as mandated by CDE.

- e. Fund Compliance. In the event that the School accepts state or federal funds (including PPR), the School shall adhere to state and federal guidelines and regulations regarding the appropriate budgeting, expenditure, accounting and reporting for such funds.
- f. Transaction Records. The School shall record all financial transactions in general, appropriations, and revenue and expenditures records. Appropriate entries from the adopted budgets shall be made in the records for the respective funds. Separate accounts shall be maintained for each of the funds.
- g. Fund Transfer. The School shall not transfer funds from one fund to another without a charter school board resolution authorizing such action.
- h. Fund Repayment. The School shall repay inter-fund loans within three months after the beginning of the following budget year.
- i. Reconciliation and Public Inspection. The School shall assure that all financial records for the School are maintained at the School administrative office, are posted and reconciled at least monthly and are open for public inspection during reasonable business hours.
- j. Annual Budgets. The governing board of the School shall adopt an annual budget and a budget statement for all funds that describes the major objectives of the educational program and manner in which the budget proposes to fulfill such objectives. This budget must be for the financial reporting entity, which includes legally separate organizations for which the School is financially accountable. On or before May 1<sup>st</sup> of each year, the School will submit to the District a draft proposed budget for the upcoming fiscal year. The District will review and contact schools if there are any areas of serious concern within two weeks of submission. On or before June 1<sup>st</sup> of each year, the School will submit to the District the School's adopted budget for the upcoming fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) that has been reviewed and approved by the School's governing board. If the budget submitted by the School does not comply with this Contract, and if the District and the School are unable to agree upon modifications to the School's proposed budget, the District may approve the School's budget with modifications reasonably necessary to ensure that the budget provides sound fiscal management and supports the educational program. The School is required to provide reconciliation between the beginning fund balance on a budgetary basis and on a modified accrual basis of accounting. The reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be retained by the School along with the financial audit and made available upon request. The School shall not expend any moneys in excess of the amount appropriated by resolution for a particular fund, may not adopt a budget in which non-appropriated reserves are in excess of 15% of the annual budgeted appropriations, and shall not have a deficit in the School's unassigned

fund balance or proprietary fund unrestricted net position if applicable. If the School adopts a budget that the District reasonably determines, at its sole discretion, makes unreasonable estimates of expected revenue and expenses, the School shall be required to submit monthly financial information, including but not limited to statements of cash flow or documents verifying the collection of private revenue. The School shall adopt a budget and an appropriation resolution for each fund for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in accordance with C.R.S. § 22-44-105.

- k. Budget Expenditures. The School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the School's budget.
- l. Allocation of Funds for At-Risk Pupils. The School shall spend 75% of at-risk funds for direct instruction of at-risk pupils or staff development associated with teaching at-risk pupils as specified in C.R.S. § 22-54-105 (3)(a).
- m. School Finance Act. The School shall comply with any other requirement imposed through the School Finance Act, from time to time, on charter school finances, budgeting, accounting and expenditures, provided that the District shall provide annual notice and information regarding material changes to the School Finance Act and the parties will collaborate to assure that they each remain reasonably current on the impact of School Finance Act modifications on charter schools. The parties agree that the School retains primary responsibility for compliance with the School Finance Act.
- n. Public School Financial Transparency Act. The School shall comply with any requirements imposed through the Public School Financial Transparency Act, including but not limited to school-level reporting required by that Act.

## 18. DISTRICT FUNDING

### A. Revenues.

- a. School Per Pupil Revenue Funding (PPR). In each fiscal year during the term of this Contract, the District shall provide 100% of the School's PPR to the School minus the amount of the School's proportionate share of the central administrative overhead, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement less deduction for purchased services, less other deductions as provided herein and adjusted as provided herein. District per pupil revenues will have the meaning defined in C.R.S. § 22-30.5-112(2)(a.5) or C.R.S. § 22-30.5-112.1, whichever is applicable, and shall include, when required by law, supplemental kindergarten funding. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.
- b. Mill Levy Funds. The District shall pay to the School its proportionate share of all Mill Levy Override Funds, and any future mill levy funds approved by voters, for

which it is eligible in accordance with the District's plan as required by C.R.S. § 22-32-108.5. The School agrees to use such funds in accordance with Board approved guidelines and ballot measure language approved by voters.

c. Categorical Aid.

i. Federal: Each year the District shall provide to the School the School's proportionate share of applicable federal Every Student Succeeds Act (ESSA) funding (e.g. Title I, Title II, Title III, Title IV or 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. In order to receive the full share of Federal funding, the School must fully participate in the ESSA requirements as receiving schools for students choosing to leave an underperforming school.

ii. State: By January 15<sup>th</sup>, or within 15 business days of receipt of the funds if after January 15<sup>th</sup>, the District shall provide to the School the School's proportionate share of applicable State Categorical Aid, which the District receives on behalf of the School in accordance with C.R.S. § 22-30.5-112(3)(a)(III). Schools are eligible to receive the funds so long as the school is in compliance with all state and district regulations. CDE allocates Amendment 23 capital construction funds to the District on a monthly basis. Within 15 business days of receipt of Amendment 23 capital construction funds, the District shall provide to the School the School's proportionate share of the funding received by the District for which the School is eligible.

d. Fund Distribution. The District shall distribute funds to the School pursuant to C.R.S. § 22-30.5-112(3)(a)(IV).

e. 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 the 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 School Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached and the student is enrolled in one or more District programs, the District and the School may each count the pupil as a .5 FTE (not to exceed 1.0 FTE) for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements. If a student is included in the state-reported enrollment count at one location only, then the receiving location is to remit to the other

location its share of the funding.

- f. District Services. Except as may be expressly provided in this Contract, as set forth in any subsequent written agreement between the School and the District, or as may be required by law, the School will 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 subject to all terms and conditions of this Contract, except as may be otherwise agreed in writing.
  - i. Special Education Services. 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, multiplied by the number of students enrolled in the School. The current per pupil amount is calculated as follows: Total General Fund Expenditures for providing special education supports, including center program funding, OT/PT, Speech Language, central special education supports, and other assessments, plus additional General Fund expenditures related to hiring of special education providers, federally required translations and/or interpretations, and transportation. These gross expenditures are reduced by any applicable state revenue received, such as State ECEA, pre-K Special Ed PPR, and State Transportation. The net expenditures are divided by the District's funded pupil count to obtain the per pupil amount to apply to the school. Charges to the School may be withheld from the funding provided to the School pursuant to Section 18.A.g below. The calculation shall be agreed upon by both parties and any changes to the calculation will be presented to the School prior to the start of the fiscal year for implementation.
  - ii. School Option to Provide Certain Specialized Services. Subject to the provisions set forth in Section 13 above and its subsections, the District and the School may enter into an agreement, subject to annual renewal, whereby the School accepts the responsibility to provide certain specialized services directly to students for a given school year, rather than having the District provide these specialized services. Such services may include social work, nursing and psychology services to students. In all cases, the School must comply with personnel licensure requirements as specified by the State of Colorado as well as any qualifications or credentials necessary to comply with the federal ESSA rules. The School must follow a District-provided timeline to notify the District that the School intends to provide such services directly. The School must further supply proof of credentials and qualifications to the District, for any personnel engaged to provide such services, by a deadline set by the District.
  - iii. Student Information Data Processing System. The District shall provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal

reporting requirements. The School shall use such system and shall adhere to all District directives, processes and timelines, with respect to such use. Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met including such documentation as is required to verify student enrollment. In addition, the data recorded in the student information system informs certain measures on the State SPF. The School shall install and maintain such equipment as is necessary to use such system. The District shall provide access to the system and timely support for its use as part of its role to authorize and oversee the School.

- iv. Direct Costs and Additional 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. §§ 22-30.5-112(2)(a.9), (b.5) or 22-30.5-112.1, if applicable, and Additional Costs as agreed upon by the School and the District pursuant to C.R.S. § 22-30.5-112.1(5). Such negotiations shall be concluded by June 15<sup>th</sup> of the year preceding that to which the costs apply or at a mutually agreed upon time by the District and the School.
- v. Other Purchased Services. The School may request that the District negotiate for the direct purchase of District services not otherwise included in this Contract pursuant to C.R.S. §§ 22-30.5-112(2)(a.9), (b). Such negotiations shall be concluded by June 1<sup>st</sup> of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.
- vi. Unique Services. Funding shall be adjusted for any unique services provided by the District to the School pursuant to written agreement of the Parties. Such unique services may include those outlined in the Facilities Use Agreement, referenced in Section 16.A.d, which shall be applicable should the School occupy a District owned facility.
- g. Disbursement of PPR. The District will disburse PPR to the School using a schedule agreed upon by both parties. The current schedule is as follows:
  - i. On the first Friday following July 17<sup>th</sup> of each District fiscal year, twenty-five percent (25%) of the District funding provided for Projected Enrollment as defined by the District on October Count Date of that year shall be disbursed to the School. It is understood and agreed that this July installment will be remitted only upon the District receiving all of the following: the School's approved budget as required by Section 17.A.j of this Contract; Certificate of Occupancy (if changed from the previous year's submittal); proof of insurance as required in Appendix E; the School's calendar; the School's board member roster; Articles of Incorporation and Bylaws (if changed from the previous year's submittal); contact information; disclosure information using forms supplied by the District; replacement policies for District policies that have been waived

by the Board of Education; and, in each year following the first year of operations, proof of previous year's pension and COP payments, and fire drill records. The Parties acknowledge that such conditions placed on receipt of funds are authorized under C.R.S § 22-30.5-105(2).

- ii. Each month thereafter from October through June, the District will remit one month of funding on the first Friday following the 17th of the month. It is understood and agreed that the October installment will be remitted only upon the District receiving the following: an emergency plan for the current year and, in each year after the first year of operation, a successfully completed annual audit conducted by an independent auditor using governmental auditing standards and GASB Standards accounting guidelines; the fiscal year-end trial balance; and information necessary for an annual review of the School's academic, operational, and financial performance in a format agreed to by the District. If a successfully completed financial audit, as required in this paragraph, is not received by September 15<sup>th</sup>, the October payment, and all subsequent payments due under this Contract, shall be withheld until such time that the School submits the required audit and trial balance.
- iii. Beginning with the January monthly payment, the funding will be adjusted to reflect the official pupil membership on October Count Date of that school year and Colorado Department of Education calculation of the District's per pupil funding payable under this Contract.
- iv. The remaining state funds adjusted to reflect the official pupil membership on October Count Date of that school year and Colorado Department of Education calculation of the District's per pupil funding payable under this Contract shall be disbursed following the schedule outlined in this section for the remaining months in the fiscal year after such changes are considered final and approved by the legislature if necessary.
- v. The parties acknowledge that the Charter Schools Act specifically requires the District to pay the School monthly. The parties agree that they shall continue to operate on a modified payment schedule mutually agreed upon by both parties. The parties also acknowledge that this payment schedule may be modified in the future due to changes in rule or statute or due to requirements from CDE to comply with existing statute. The District agrees to seek input from the District-Charter Collaborative Council on any proposed changes and to notify the School of any changes to the funding payment schedule by May 1st of the year preceding the change.

B. Adjustment to Funding. The District's disbursement of funds will be adjusted as follows: the monthly payments beginning in January and continuing through June may be revised based on the number of FTE pupils actually enrolled at the School as determined at the October Count Date 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 Contract. The monthly funding payments for the months of



January through June may also be adjusted for any services provided by this Contract. Additional adjustments to funding may be made for any subsequent monthly payments remaining in the fiscal year should CDE's calculation of the District's per pupil funding change (positive or negative.)

- C. School Payments to the District. The School shall remit its share of the District's COPS payment no later than the 30th of the month following the month of payroll reconciliation (e.g., payment for May is due no later than June 30th). The COPS rate will be determined annually by the District at annually established rates consistent for all District schools. The annual COPS rate is calculated by taking the total COPS obligation divided by total covered payroll. Payroll detail and computations must be provided in an acceptable format at the District's request.

## **19. NON-APPROPRIATION OF FUNDS BY THE DISTRICT**

- A. The Parties agree that the funding for the School shall constitute a current expenditure of the District. The District's funding obligations under this Contract will be from year-to-year only and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund the School shall terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding.

## **20. SCHOOL OPERATION**

- A. Operation as a Public School. The School shall operate in all respects as a nonsectarian, nonreligious, non-home based public school. The School shall not be affiliated with any non-public sectarian school or religious organization.
- B. Open Meetings and Open Records Laws. The School acknowledges that it is subject to the provisions of the Colorado Open Meetings Law and Open Records Act, and agrees that it will comply with the provisions of such laws in connection with all of its activities. The District agrees that it will promptly provide the School a copy of any Colorado Open Records Act ("CORA") or other open records request that requests information of the School.
- C. Nondiscrimination. The School shall not discriminate against any person on the basis of race, color, gender, sexual orientation, gender identity, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, marital status, pregnancy status, veteran status, disability, genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. To the extent the School engages in or is alleged to have engaged in discriminatory practices, it expressly agrees to defend, hold harmless and indemnify the District, its board members, officers, employees, and agents from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding, pursuant to this Contract.
- D. Operational Powers. The School will be responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as

provided for elsewhere in this Contract and under law, including the Charter Schools Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for school purposes; 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. Any borrowing above five percent (5%) of the School's budget will be subject to prior District approval.

- E. Authority of Governing Body. The School's governing body shall have full authority and responsibility, including ultimate responsibility for school fiscal, legal and contractual compliance matters, as is appropriate to a Colorado charter school and Colorado nonprofit corporation and all authority and responsibility necessary or proper to exercise the powers granted by this Contract or by law. The School's governing body shall have, understand, and meet the fiduciary duties imposed on such bodies by operation of law and shall, conversely, enjoy all individual immunities from liability provided by law including, without limitation, the immunities of the Colorado Governmental Immunity Act, Part 10 of Title 24, C.R.S. Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.
- F. Administrative Records. The School will maintain all administrative records, including student academic and personnel records, required by law and District policies and procedures, to the extent no waivers apply. In particular, the School shall maintain such student records as the District maintains through its student information applications and shall use the District's student information data processing system to maintain such records. In addition, the School agrees to maintain all official personnel records including background checks and official documents verifying the qualification requirements for teachers and other applicable personnel under state and federal law, subject to any waivers obtained by the School. The School agrees to make all administrative and student records promptly available to the District upon request.
  - a. The School shall comply with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- G. No Encumbrances. During the term of this Contract, the School will not encumber to any third party any of its assets purchased with public funds received as a result of operating within the District without the written permission of the District. The District shall approve any reasonable requests as determined by the District.

## **21. EMPLOYMENT MATTERS**

- A. No Employee or Agency Relationship. Neither the School nor its employees, agents or contractors are employees or agents of the District; and neither the District nor its employees, agents nor contractors are employees or agents of the School. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties

other than that of independent Parties contracting solely for the purpose of effectuating this Contract.

- B. Pension and Benefit Plan. Pursuant to C.R.S. § 22-30.5-111(3), employees working at the School shall be members of the Public Employees Retirement Association (PERA). No later than the last workday of each month during the term of this Contract, the School shall remit employer and employee contributions directly to PERA. Such contributions shall be subject to annual revision in accordance with the requirements of the Retirement Plan. PERA rules and regulations shall govern benefits for School employees participating in PERA, as amended from time to time. The School agrees to identify and inform the District and PERA of employees of the School and changes in the identity of employees of the School.
- C. District Teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from their employment with the District and may be eligible for two additional one-year leaves of absence upon mutual agreement between the teacher and the District. The status of any teacher in the District employed by the School will not be affected by such employment; however, the period of time a teacher is employed by the School will not be considered for purposes of calculating District employment time, District salary, or probationary time, or for similar purposes. At the end of three consecutive one-year leaves of absence, the relationship between the teacher and the District will be determined by the District.
- D. Teacher Membership in Professional Organizations. Teachers at the School have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of a teacher in or financial support for any organization shall not be required as a condition of employment with the School.
- E. Background Checks. The School agrees to obtain and retain copies of background checks for all employees and all agents who provide services to students and/or have access to student data, which must be procured through the submittal of fingerprints. The School shall give notice to the District of any employee or agent it finds who has a prior conviction of a felony and of any employee or agent who is convicted of a felony during the term of an employee's employment. The District may conduct background checks of School employees or agents as it deems necessary for the health and safety of students. The School may request that the District provide fingerprinting services to assist with conducting personnel background checks, as well as drug-screening services, should the School desire such services. Such services would be provided to the School at cost, per terms agreed to by the School and District.
- F. Mandated Reporter. The School understands that all of its employees, board members, agents and contractors are mandatory reporters under Colorado state law, and that the School shall be responsible for ensuring that the appropriate training is delivered.

## **22. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION**

- A. The grounds and procedures for termination of this Contract and dissolution of the

School will be as follows:

- a. Termination by the District. This Contract may be terminated, after written notice to the School, and the charter revoked by the Board upon recommendation of the Superintendent. Any termination or revocation shall take effect after the School has had the opportunity to exhaust its appeals to the State Board of Education. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current semester, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. The Contract may be terminated for any of the following reasons:
  - i. The School materially violates any terms of the charter contract and fails after a reasonable period of time to substantially cure the violation;
  - ii. The School meets any of the grounds for revocation provided for under the Charter Schools Act as they exist now or may be amended (C.R.S. § 22-30.5-110(3)-(3.5));
  - iii. If the School is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for two consecutive years and the school fails to provide evidence acceptable to the District Board that the School is making sufficient improvement to attain a higher accreditation category within two school years or the school is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for a third consecutive school year;
  - iv. The School is designated for closure under the District's School Performance Compact. All sections of the School Performance Compact apply to the School; or
  - v. The School is bankrupt or insolvent.
- b. Other Remedies. The District may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.
- c. Termination by the School. Should the School choose to terminate this Contract before the end of the contract term, it may do so in consultation with the District Board at the close of any school year and upon written notice to the District Board given at least ninety (90) days before the end of the school year.
- d. Dissolution. Upon termination of this Contract for any reason by the District Board, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, District staff will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the District will not be responsible for and will not assume any liability incurred by the School beyond funds allocated to it by the District under this Contract. School personnel and its governing body shall cooperate fully with the winding up of the affairs of the School in accordance with the District's school closure policies and protocols and all applicable laws.
- e. Disposition of School's Assets upon Termination or Dissolution. Upon termination of this Contract for any reason or if the School should cease

operations or otherwise dissolve, then, at the sole discretion of the District, any assets owned by the School, including tangible, intangible, and real property, remaining after paying the School's debts and obligations and not requiring return or transfer to donors or grantors, will become the property of the District.

### **23. TRANSPORTATION**

- A. Unless otherwise agreed to with the District, any transportation of students to the School (other than special education students who require transportation as a related service or qualified students pursuant to the McKinney-Vento Homeless Assistance Act) will be the sole responsibility of the School, in accordance with the Application. Except to the extent set forth in the Application or as it is authorized hereafter in writing by the Board, the School shall not impose a transportation fee.
- B. The School, if the District agrees, may purchase transportation services from the District at cost. If the School purchases transportation services from the District, then the School and the District shall develop a transportation plan.
- C. The School may be asked to provide transportation services as part of a Facility Use Agreement, should the School choose to occupy a District owned facility.

### **24. PROVISION OF POLICIES TO THE DISTRICT**

- A. Upon request, the School will furnish to the District copies of all written policies and procedures it may adopt with respect to any matter relating to its operations and educational program.

### **25. DISPUTE RESOLUTION PROCESS**

- A. All disputes arising out of the implementation of this Contract, including but not limited to the need for an approval of corrective action plans, shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.
  - a. Informal Negotiation. If a dispute arises between the District and the School relating to the implementation of this Contract, authorized representatives of the District and the School will meet at the request of either party to discuss a resolution to the dispute.
  - b. Formal Notification of Dispute. If the dispute is not resolved, and as soon as a party determines, in its judgment and discretion, that further informal negotiations will be futile or unduly delayed, either party may submit to the other a written notice identifying the specific action with which it disagrees, any contract provision which it alleges was violated, and specific corrective action it wishes the other party to take. In any event, such notice shall be given no later than ninety (90) calendar days after the date at which a disputed action was taken and the complaining party knew, or in the exercise of reasonable diligence should have known, of the disputed action.

- c. Non-Binding Arbitration. If the Parties are unable to negotiate a resolution to the dispute within ten (10) days of receipt of such notice, either party may request non-binding arbitration. The party making the request will notify the other party of the request in writing. Within one week of receipt of notice by the other party, the authorized representatives of the Parties will attempt to agree on an arbitrator. If they reach no agreement within one week after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.
- d. Procedure. The arbitrator will conduct a hearing limited to the issues raised in the notice required by Section 25.A.b above. The arbitrator will have authority to make procedural rules and will issue a report to the Parties within thirty (30) days after the close of the hearing. Such report shall contain findings and a recommendation regarding the issue(s) in dispute. The arbitrator's recommendation shall be forwarded confidentially to the District, with a confidential copy to the School. After receipt of the arbitrator's recommendation, the Parties may meet to discuss a resolution to the dispute.
- e. District Board Action. If the Parties are unable to negotiate a resolution, the District Board shall in turn make a decision on the matter and release the arbitrator's recommendation. For purpose of this Contract, the release of such finding, pursuant to C.R.S. § 22-30.5-107.5(3)(b), shall mean the same date as the District Board releases its decision. The District Board's action on the recommendation shall be final and binding; subject only to such appeal as may be authorized by law.
- f. District's Authority. The dispute resolution process set forth in this Contract shall not be required prior to the exercise of any contractual right or authority by the District or its District Board, including remedial authority for any breach of this Contract.
- g. Waiver. Failure to file notice within the time specified in Section 25.A.b. or failure of a party to reasonably advance the process within the times specified, shall be deemed a waiver of any further right to contest an action covered by this procedure and shall forever bar any claim or proceeding related to such action, provided that the Parties may agree in writing to extend any of the time limits for a specified period and provided that neither party shall be responsible for an arbitrator's failure to meet the deadline established in Section 25.A.d.
- h. Costs Shared. The Parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

## 26. WAIVERS

- A. Waivers of State Law. The School is responsible for providing adequate replacement policy language demonstrating that the school will meet the intent of the statute for each

state statute from which the school is requesting a non-automatic waiver. All non-automatic waiver requests are subject to District and State approval. For automatic waivers, execution of this contract will confirm that the School enjoys all automatic waivers by operation of law and the School attests that its practice will be aligned with the intent of the waived state statutes listed in Appendix C. The School is exempt from compliance with waived statutes and any procedures and rules implementing those statutes.

- B. Waivers of District Policies, Procedures, and Rules. The School may submit to the District requests for waivers of District policies. The School is responsible for providing adequate replacement policy language demonstrating that the school will meet the intent of the District policy for each policy the school seeks to waive, other than those policies defined as “automatic waivers” by the District. District approval shall not be unreasonably withheld provided the school has submitted adequate replacement policy language. The School is exempt from compliance with waived policies and any procedures and rules implementing those policies. The School has requested and obtained the District policy waivers listed in Appendix D. The School must follow all non-waived policies. Note: in the event a non-waived policy refers to “employees” that policy shall apply to all employees and independent contractors or particular employees of contractors who provide direct services to students or who have regular, but not incidental contact with students at least once a month providing services to students of the School.
- C. Compliance with Statutory Intent Through Substitute Policies. The School will comply with the intent of waived statutes, rules or policies, through maintenance of and compliance with substitute policies, rules or commitments made in connection with any waiver of state statutes, state board rules, and District policies.

## 27. NOTICE

Any notice required or permitted under this Contract will be in writing and will be effective upon personal delivery or three days after mailing when sent by certified mail, postage prepaid, addressed as follows:

To the District:  
Denver Public Schools  
Superintendent  
1860 Lincoln Street  
Denver, Colorado 80203

Copy To:  
Denver Public Schools  
Office of General Counsel  
1860 Lincoln Street  
Denver, Colorado 80203

Copy To:  
FOR INSURANCE OR CLAIMS MATTERS  
Denver Public Schools  
Risk Management Department  
780 Grant Street, Room 319  
Denver, CO 80203

To the School:  
AUL Denver  
2417 W. 29th Ave, Denver, CO 80211

Copy To:  
Marrissa Mora  
Board Chair  
2417 W. 29th Avenue  
Denver, CO 80211

Copy To:  
William P. Bethke  
Kutz & Bethke LLC  
363 S. Harlan Ste. 104  
Lakewood, CO 80226



IN WITNESS WHEREOF, the Parties have executed this Contract to be effective July 1, 2021.

SCHOOL DISTRICT NO. 1  
IN THE CITY AND COUNTY OF DENVER

ATTEST:

By: *Carrie A. Olson, PhD*  
Carrie A. Olson, PhD (Mar 22, 2021 14:25 MDT)  
\_\_\_\_\_  
President, Board of Education

By: *Tay Anderson*  
Tay Anderson (Mar 22, 2021 13:58 MDT)  
\_\_\_\_\_  
Secretary, Board of Education

SCHOOL DISTRICT NO. 1  
AUL DENVER

ATTEST:

By: *Marrisa D Mora*  
Marrisa D Mora (Mar 22, 2021 15:31 MDT)  
\_\_\_\_\_  
Chairperson/President

By: *Jennifer Jackson*  
Jennifer Jackson (Mar 22, 2021 15:02 MDT)  
\_\_\_\_\_  
School Official

/s/ *First MI Last*\*

\*By entering his/her name into this document, the individual is certifying that he/she intends to sign the document and agrees to use electronic records for this transaction.

## **APPENDIX A - School Application**

(The School Application and renewal applications are available for review from the Portfolio Management Team, formerly known as the Office of School Reform and Innovation)

## **APPENDIX B - Articles of Incorporation and Bylaws**

(Articles of Incorporation and Bylaws available for review from the Portfolio Management Team, formerly known as the Office of School Reform and Innovation)

### APPENDIX C - Requested State Statute Waivers

The School hereby invokes waivers of the following sections of the Colorado Revised Statutes; replacement policies are available for review by contacting the School.

Automatic State Waivers.

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

**Non-automatic State Waivers.**

The School hereby requests waivers of the following additional State Statutes:

- C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System
- C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties
- C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar
- C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar
- C.R.S. § 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours
- C.R.S. § 22-63-201 Employment. Certificate required
- C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision
- C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract
- C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers
- C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding
- C.R.S. § 22-32-110(1)(y)Local board powers-Accepting gifts, donations, and grants

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>Statutory Citation and Title:</b> <b><u>C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System</u></b> <b><u>C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties</u></b>
<b>Rationale:</b> The school leader of AUL Denver must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a principal or administrator license, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school leader. Additionally, AUL Denver should not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(I).
<b>Replacement Plan:</b> AUL Denver uses its own evaluation system as agreed to in the Charter School Agreement with Denver Public Schools and therefore should not be required to report their teacher evaluation data. AUL Denver’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for AUL Denver’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. All evaluators will receive training in their school’s evaluation system. All teachers will be evaluated annually and the evaluation data will be used to inform professional development and employment decisions for teachers. Core course level participation will continue to be reported PURSUANT TO C.R.S. 22-11-503.5, as this is a non-waivable statute. The school will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings, but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

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

**Expected Outcome:** With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

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

**Statutory Citation and Title:**

**C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar**

**C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar**

**Rationale:** The responsibility to adopt an academic calendar will be delegated from the district board to the charter board. The charter board will adopt a calendar for the school that meets or exceeds the minimum number of days set in statute. AUL Denver will prescribe the actual details of its own school calendar to best meet the needs of its students and may have a calendar that will differ from the rest of the schools within the district.

**Replacement Plan:** The final calendar and the school's daily schedule will be designed by AUL Denver and the calendar will meet or exceed day and contact hour requirements set forth in state statute.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Denver Public Schools or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

**Expected Outcome:** As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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

**Statutory Citation and Title:**

**C.R.S. 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours**

**Rationale:** AUL Denver should have the ability to determine teacher-pupil contact hours, while not reducing the total contact hours to below the minimum required by state statute. AUL Denver will determine the actual details of teacher-pupil contact hours to best meet the needs of its students. The local board will not set these policies, and the school may specify teacher-pupil contact hours that differ from other schools in the district.

**Replacement Plan:** AUL Denver will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar. The total number of teacher-pupil contact hours will meet or exceed the days and contact hours requirements as set forth in state statute.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of this waiver will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

**Expected Outcome:** As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement.

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

**Statutory Citation and Title:**

**C.R.S. § 22-63-201 Employment. Certificate required**

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

**Replacement Plan:** All employees of AUL Denver will be employed on an at-will basis. The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of AUL Denver. AUL Denver will prioritize the hiring of in-field Core Content teachers as defined by the Colorado State Board and the Colorado state ESSA Plan, while retaining the ability to hire "out-of-field" teachers. All in-field teachers will at a minimum hold a bachelor's degree and demonstrate subject matter competency by meeting one of the following guidelines, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) holding at least a BA or higher and passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite

state license and endorsement. The school recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

**Expected Outcome:** As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

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

**Statutory Citation and Title:**

**C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision**

**C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract**

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

**Rationale:** AUL Denver should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful at a traditional public school will be successful at AUL Denver. In addition, AUL Denver is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the Denver Public Schools should have the authority to transfer its teachers into the school or transfer teachers from AUL Denver to any other schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** AUL Denver has employment agreements with the terms of nonrenewal and renewal set forth in the agreement, including payment of salaries upon termination of employment. Employment offers will be given in writing and will be at an at-will basis. AUL Denver will hire teachers on a best qualified basis. There is no provision for transfers. However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, parenting, or marital status, veteran status, disability, or genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race, including hair texture, hair type, and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.

**Duration of Waivers:** The duration of the contract.



**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

**Expected Outcome:** The school expects that as a result of this waiver it will be able to manage its own personnel affairs.

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

**Statutory Citation and Title:**

**C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding**

**C.R.S. § 22-32-110(1)(y) Board of Education Accepting gifts, donations, grants**

**Rationale:** In order to manage its own budget and finances, AUL Denver must be granted the authority to develop its own financial policies and practices.

**Replacement Plan:** AUL Denver, rather than the District, will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations.

Additionally, AUL Denver, rather than the District, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.

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

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

## APPENDIX D - Requested District Policy Waivers

The School has requested and obtained Denver Public Schools Board of Education waivers of the following sections of the Denver Public Schools Policies and Procedures for public schools. Replacement policies are available for review by contacting the School.

### **Automatic District Policy Waivers**

The following DPS policies do not apply to charter schools and are therefore automatic:

#### A Policies: Foundations and Basic Commitments

A	Policy Framework for Accelerating Gains in Academic Achievement for All Students
AC	Nondiscrimination and Equal Opportunity <i>(although the charter school's policy is requested through Governance submission process)</i>
	Procedures for the Investigation of Public Complaints of Discrimination or Harassment <i>(although the charter school's policy is requested through Governance submission process)</i>
AC-R1 AC-R2 AC-R3	Procedures for Public Requests for Reasonable Accommodations and Procedures for the Investigation of Public Complaints Regarding the Provision of Requested Accommodations <i>(although the charter school's policy is requested through Governance submission process)</i>
	Procedures for Investigating Title IX Complaints of Sex-Based Discrimination/Harassment
ACE	Equitable and Inclusive Contracting Policy
AD	Educational Philosophy/School District Mission
ADE	Innovation in Education

#### B Policies: School Board Governance and Operations

BBA	School Board Powers and Responsibilities
BC	Board Member Conduct
BCB	Board Member Conflict of Interest <i>(although the charter school's policy is requested through Governance submission process)</i>
BDB	Board Officers
BDF	Advisory Committees/Councils
BDF-R1	Career and Tech Ed Council
BDF-R2	Preschool Program Council
BDF-R3	Drug-Free Schools Advisory Council
BDFA	District Personnel Performance Evaluation Council
BDFA-R	Procedures for District Personnel Performance Evaluation Council
BDFB	Finance and Audit Committee
BDFB-E	Exhibit - Finance and Audit Committee Charter
BDFG	
BDFG-R	District Accountability Committee
R	Procedures for District Accountability Committee

BE	School Board Meetings
BG	School Board Policy Adoption Process
BID/BI E	Board Fiscal Policy/Board Member Compensation and Expenses/Liability

C Policies: General School Administration

CBA/CBC	Powers and Responsibilities of Superintendent
CBI	Evaluation of Superintendent

D Policies: Fiscal Management

DEA	Mill Levy Distribution
DFA	Investment and Cash Management Policy
DFB	Debt Policy
DFC	Derivatives Policy
DH	Bonded Employees and Officers
DIA	Online Schools and Online Programs
DIE	Audits/Financial Monitoring
DJGA	Sales Calls and Demonstrations

E Policies: Support Services

EEAFB	Use of School Vehicles by Community Groups
EEAFB-R	Regulations of Use of School Vehicles by Community Groups

F Policies: Facilities Development

FB	Historical Designation of Facilities
FF	Naming of Facilities ( <i>unless in District facility, then unwaivable</i> )

G Policies: Personnel

G	DPS Employee Handbook
GBA	Equal Employment Opportunity and Nondiscrimination
	Procedures for the Investigation of Employee Complaints of Discrimination or Harassment
GBA-R1 GBA-R2	Procedures for Employee Requests for Reasonable Accommodations and Procedures for the Investigation of Employee Complaints Regarding the Provision of Requested Modifications or Accommodations
GBEA	Conflicts of Interest
GBEBA	Staff Dress Code
GBEBA-R	Regulation for the Enforcement of the Staff Dress Code
GBEBC	Gifts to and Solicitations by Staff
GBEC	Drug, Alcohol and Tobacco-Free Workplace (Use by Staff Members)
GBEC-R	Regulation for the Enforcement of the Drug, Alcohol and Tobacco-free Workplace Policy

	Dismissal of full-time Classified Employees, Specialized Service Providers, and Teachers in Schools with a Waiver of Statutory Dismissal Procedures
GDQD GDQD-R	Regulation regarding Procedures for Dismissal of full-time Classified Employees, Specialized Service Providers, and Teachers in Schools with a Waiver of Statutory Dismissal Procedures
GBGB	Personal Safety and Security
GCF/GDF	Staff Recruiting/Hiring

*Note: G policies are Type I because charter employees are not district employees. Charters are encouraged to have these replacement employment policies, but it is not required for the District to review.*

#### H Policies: Negotiations

HH	Method of Determining Staff Negotiating Organizations
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#### J Policies: Students

JFABB JFABB-R	Admission of Foreign Exchange Students Regulation for Admission of Foreign Exchange Students
JIBA JIBA-R	Student Government Student Government (Student Board of Education)
JICC JICC-R	Student Conduct on Buses ( <i>unless using DPS transportation, then unwaivable</i> ) Regulation for Student Conduct on School Buses ( <i>unless using DPS transportation, then unwaivable</i> )
JJIB	Interscholastic Sports ( <i>unless participating in the Denver Public High Schools Athletic League, then unwaivable</i> )

#### K Policies: School – Community Relations

KCD KCD-R	Public Gifts Donations to Schools Regulation regarding Public Gifts/Donations and Grants
KE	Public Concerns and Complaints
KF KF-R	Community Use of School Facilities ( <i>unless in District facility, then unwaivable</i> ) Regulation regarding Community Use of School Facilities ( <i>unless in District facility, then unwaivable</i> )
KHBA	Sponsorship Programs

**Non-automatic District Policy Waivers**

The School hereby requests waivers of the following additional District Policies:

**Type II DPS Charter Waivers**

A Policies: Foundations and Basic Commitments

x	ADF/ ADF-R	School Wellness
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B Policies: School Board Governance and Operations

x	BDF-R4	Collaborative School Committees
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D Policies: Fiscal Management

x	DJ	Purchasing
x	DJA	Purchasing Authority
x	DJA-R	Regulations for Purchasing Authority
x	DJB	Purchasing Procedures
x	DJD	Cooperative Purchasing
x	DJE	Bidding Procedures
x	DJG	Vendor Relations
x	DK	Stewardship of Funds
X	DK-R	Propriety of Expenses Procedures
x	DK-R1 DK-R2 DK-R3 DK-R4 DK-R5	Travel Expenses Food Purchases Procedure - Non-Student Meal Related District Cell Phone Procedures Payroll/Deductions/Direct Deposit/Expense Reimbursements Gift Card Purchasing Procedures

E Policies: Support Services

x	EEA	Student Transportation
x	EEA-R1 EEA-R2	Regulation for Transportation of Students in School Buses Student Transportation in Private Vehicles
x	EFEA	Nutritious Food Choices
x	EGAEA	Electronic Mail and Internet Policy <i>(when on DPS systems, not waivable)</i>
x	EGAEA-R1 EGAEA-R2	Regulations of Use of Electronic Mail and Internet Systems <i>(when on DPS systems, not waivable)</i> Regulation of Social Media Use <i>(when on DPS systems, not waivable)</i>
<input type="checkbox"/>	EHB	Records Retention

F Policies: Facilities Development

<input type="checkbox"/>	FFA FFA-R	Commemorative Activities and Memorials Commemorative Activities and Memorials Regulation
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I Policies: Instructional Program

<input checked="" type="checkbox"/>	IHAM	Health and Family Life/Sex Education
<input checked="" type="checkbox"/>	IHBK IHBK-R	Preparation for Postsecondary and Workforce Success Regulations for Preparation for Postsecondary and Workforce Success
<input checked="" type="checkbox"/>	IKA IKA-R	Grading/Assessment Systems Regulation for Grading/Assessment Systems
<input checked="" type="checkbox"/>	IKE IKE-R	Promotion, Retention and Acceleration of Students Procedure for the Promotion, Retention, and Acceleration of Students
	ILBC ILBC-R	Early Literacy and Reading Comprehension Procedures to Implement the Colorado READ Act
<input type="checkbox"/>	IMDB	Flag Displays

J Policies: Students

<input checked="" type="checkbox"/>	JICA	Student Dress Code
<input checked="" type="checkbox"/>	JICDE	Bullying Prevention and Education
<input type="checkbox"/>	JICEA JICEA-R	School-Related Student Publications Regulation regarding School-Related Student Publications
<input type="checkbox"/>	JICEC JICEC-R	Student Distribution of Noncurricular Materials Regulation for Student Distribution of Noncurricular Materials
<input type="checkbox"/>	JJH JJH-R	Student Travel and Field Trips (if not waived, “superintendent” approval will be replaced by “charter school leader” approval) Regulation regarding Student Travel and Field Trips
<input type="checkbox"/>	JLC	Student Health Services and Records
<input type="checkbox"/>	JLCD JLCD-R	Administering Medications to Students (if using DPS nursing, this policy is unwaivable) Administering Medications to Students Regulation
<input type="checkbox"/>	JLCDA	Students with Food Allergies
<input type="checkbox"/>	JLDAC JLDAC-E	Parents, students can review material administered to students, can deny submission of that material when asking for protected information, school personnel cannot recommend psychotropic drugs District must provide annual notice of these rights
<input type="checkbox"/>	JRA/JRC	Student Records/Release of Information on Students
<input type="checkbox"/>	JRA/JRC -R	Regulation Regarding Student Records and Release of Student Information

K Policies: Instructional Program

<input type="checkbox"/>	KB KB-R	Family Engagement (Including Title I Family Engagement) Regulation for Family Engagement (Including Title 1 Family Engagement)
<input type="checkbox"/>	KDB KDB-R	Public's Right to Know - Freedom of Information Regulation regarding Public's Right to Know - Freedom of Information
<input type="checkbox"/>	KFA	Public Conduct on School Property

<input type="checkbox"/>	KFA-R	Regulation regarding Public Conduct on School Property
<input type="checkbox"/>	KHB	Advertising in Schools
<input type="checkbox"/>	KI	Visitors to Schools

By signing the charter contract, the School affirms that it has replacement policies that comply with the intent of the policy for each of the non-automatic waivers sought above that are legally required.

### Type III DPS Charter Waivers

The school seeks the following non-automatic waivers and has attached the replacement policy for DPS review:

<input type="checkbox"/>	ADC	Tobacco and Marijuana-Free Schools
<input type="checkbox"/>	ADD	Safe Schools
<input type="checkbox"/>	EBBA EBBA- R	Prevention of Disease/Infection Transmission
x	IKF IKF-R	IKF - Requirements for Graduating class of 2021 and beyond Graduation Requirements for Class of 2021 and Beyond - Supporting Details
<input type="checkbox"/>	JB JB-R1	Equal Educational Opportunity and nondiscrimination Regulation for Implementing Section 504 of the Rehabilitation Act of 1973 ("Section 504") and Section 504 Grievance Procedures
<input type="checkbox"/>	JICH JICH-R	Drug and Alcohol Use by Students Regulations for Drug and Alcohol Use by Students
<input type="checkbox"/>	JIH	Student Interviews, Interrogations, Searches and Arrests
<input type="checkbox"/>		Student Discipline ( <i>Note: Provisions related to expulsion cannot be waived</i> )
	JK JK-R	Student Conduct and Discipline Procedures ( <i>Note: Provisions related to expulsion cannot be waived</i> )
<input type="checkbox"/>	JKA JKA-R	Restraint of Students Restraint of Students Regulation
<input type="checkbox"/>	JLCC	Procedures to Prevent Infectious Disease in Students
<input type="checkbox"/>	JLCDB JLCDB -E	Administration of Medical Marijuana to Qualified Students Written Plan: Administration of Medical Marijuana to Qualified Students
<input type="checkbox"/>	JLF JLF-R	Child Abuse and Reporting Reporting Child Abuse and Child Protection
<input type="checkbox"/>	JLI	Student Safety
<input type="checkbox"/>	JQ	Student Fees, Fines and Charges ( <i>If not waived, "area superintendent approval" will be read as "charter school leader approval"</i> )
<input type="checkbox"/>	JRCB JRCB- R	Privacy and Protection of Confidential Student Information Privacy and Protection of Confidential Student Information Regulation

By signing the charter contract, the School affirms that it has submitted replacement policies for any of the above waived policies to the Portfolio Management Team.



## **APPENDIX E - Insurance Requirements**

### **General Provisions**

The School agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement.

The School shall provide a copy of this Agreement to its insurance agent or broker. The School may not commence services or work relating to the Agreement prior to placement of coverage.

The School shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof.

**Insurer Ratings:** The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-“ VIII or better.

**Cancellation, Non-Renewal Notifications:** Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies are to be cancelled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the School shall provide written notice of cancellation, non-renewal or reduction in limits to the parties identified in the Notices section by certified mail or personal delivery within three (3) business days of such notice by its insurer(s).

**Deductibles or Self-Insured Retentions:** If any policy is in excess of a deductible or self-insured retention, the School must notify the District’s Risk Management department. The School shall be responsible for the payment of any deductible or self-insured retention applicable to its insurance program.

**Minimum Requirements:** The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the School. The School shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The School shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the School will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**Proof of Insurance:** The School certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the School's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

**Subcontractors and Subconsultants:** All Subcontractors and Subconsultants (including Independent Contractors, Suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the School. The School shall include all such Subcontractors as Additional Insureds under its policies (with the exception of Workers' Compensation, and Directors & Officers and Errors and Omissions Liability) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages.

#### Insurance Coverage and Limits

**Workers' Compensation/Employer's Liability:** The School shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

The School expressly represents to the District, as a material representation upon which the District is relying on entering into this Agreement, that none of the School's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the School executes this Agreement.

**Business Automobile Liability:** The School shall maintain Business Automobile Liability coverage with limits of at least \$1,000,000 each accident applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**Commercial General Liability:** The School shall maintain Commercial General Liability coverage with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Excess/Umbrella Liability: The School shall maintain Excess or Umbrella Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a “follow form” or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

Sexual Abuse, Molestation or Misconduct: The School shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$100,000.

Aircraft Liability – Aircraft or Drone use (if applicable): The School shall maintain Aircraft Liability insurance covering all manned and/or unmanned aircraft used in the performance of the work with limits of at least \$1,000,000 single limit.

Commercial Crime: The School shall maintain Commercial Crime coverage with limits of at least \$1,000,000. Coverage shall include but not be limited to theft of District's money, securities or valuable property by School's employees (including any extended definition of employee). The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

Contents (FFE): The School is responsible for insuring its own contents, furniture, fixtures and equipment and shall maintain All-Risk Form Property Insurance on a replacement cost basis in an amount not less than the current value of its contents, furniture, fixtures and equipment.

Directors & Officers and Errors & Omissions Liability: The School shall maintain a Directors & Officers Liability policy with limits of at least \$1,000,000 per claim/annual aggregate and an Errors and Omissions policy with limits of at least \$1,000,000 per claim/annual aggregate. These coverages can be consolidated into an Educators’ Legal Liability policy with limits of at least \$1,000,000 per claim/annual aggregate.

Cyber/Network Security & Privacy Liability: The School shall maintain Cyber/Network Security & Privacy Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to, coverage for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

#### Other Insurance Provisions

Additional Insured Status: For Commercial General Liability, Auto Liability, Excess or Umbrella Liability, and Aircraft Liability (if applicable), the School’s insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives and agents as Additional Insureds.

Waiver of Subrogation: For coverages required under this Agreement, the School's insurer (s) shall waive subrogation rights against the District.

Primary Coverage: For claims related to this Agreement, the School's insurance coverage shall be primary and non-contributory with other coverage or self-insurance maintained by the District.

Claims Made Policies: For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District, whichever is earlier.

Additional Provisions: Defense costs are outside the limits of liability. Policies must contain a severability of interests or separation of insureds provision (no insured versus insured exclusion). The Commercial General Liability coverage must provide that this is an Insured Contract under the policy.












# 2021 AUL Denver Contract


Final Audit Report

2021-03-22

Created:	2021-03-22
By:	Cecilia Soto (cecilia_soto@dpsk12.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwbg5knYjn0qpat-dvT_fGm9JfnDSAMLZ

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2021-03-22 - 7:43:09 PM GMT- IP address: 24.128.53.99
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2021-03-22 - 7:46:25 PM GMT
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2021-03-22 - 7:57:55 PM GMT- IP address: 24.8.194.245
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2021-03-22 - 8:30:23 PM GMT- IP address: 40.139.1.51
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Signature Date: 2021-03-22 - 9:02:49 PM GMT - Time Source: server- IP address: 40.139.1.51

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2021-03-22 - 9:22:19 PM GMT- IP address: 64.233.172.119

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 Agreement completed.

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