

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

**Revoking HOPE Online Learning Academy Elementary School Charter**

**WHEREAS**, HOPE Online Learning Academy Elementary (the “Elementary School”) is a multi-district online charter school authorized by the Douglas County School District (“District”) Board of Education (“District Board”) in accordance with the Charter Schools Act, C.R.S. §§ 22-30.5-10 1 to -120 (the “Act”) and operated by HOPE Online Co-Op Learning Academy (the “Co-op”) in accordance with the HOPE Online Learning Academy Co-op Charter School Contract (July 1, 2019-June 30, 2021) dated April 2, 2019 (the “Charter Contract”); and

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

**WHEREAS**, the State Board further ordered the District, the Co-op and the Elementary School to develop a plan for school closure that meets the requirements of C.R.S. § 22-11-307(5)(a) and District closure procedures for submission to the Colorado Department of Education (the “Department”) no later than March 30, 2020; and

**WHEREAS**, there has been presented to the District Board at this meeting an amendment to the Charter Contract to reflect the revocation of the Elementary School charter (the “Contract Amendment”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF  
DOUGLAS COUNTY SCHOOL DISTRICT RE-1:**

**Section 1. Revocation of Charter.** That the Charter Contract applicable to authorization of an Elementary School is hereby revoked effective after the end of the 2019-20 school year for the reasons set forth in this Resolution and the Revocation Order.

**Section 2. Contract Amendment.** That the Contract Amendment, in substantially the form presented at this meeting and attached hereto as Exhibit B, is hereby approved and the District Board President or Superintendent of Schools is hereby authorized and directed to sign the Contract Amendment on behalf of the District, with such changes thereto as he shall approve.

**Section 3. School Closure Plan.** That the Superintendent of Schools and his designee(s) are hereby authorized and directed to develop with the Co-op and the Elementary School, and submit to the Department no later than March 30, 2020, a school closure plan that complies with applicable law and District closure procedures.

**Section 4. Authorization to Perform Other Acts.** That the Superintendent is hereby further authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, the execution and delivery of other agreements as may reasonably be required for the closure of the Elementary School at the end of the 2019-20 school year.

**Section 5. Ratification.** All actions heretofore taken by the Board, its officers, and agents, that were not inconsistent with the provisions of this Resolution are hereby ratified, approved and confirmed.

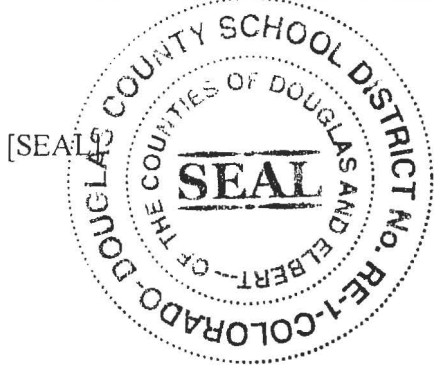
**Section 6. Severability.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

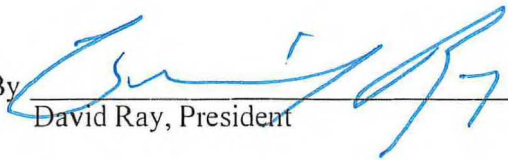
**Section 7. Repealer of Measures.** All acts, orders, resolutions or parts thereof, in conflict with this Resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, or part thereof heretofore repealed.

**Section 8. Effectiveness.** This Resolution shall take effect immediately upon its passage.

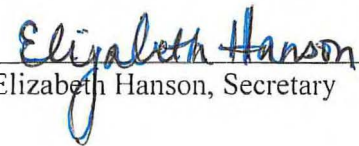
PASSED AND ADOPTED this 10th day of March, 2020 by a vote of 7-0.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1



By  \_\_\_\_\_  
David Ray, President

Attest:

By  \_\_\_\_\_  
Elizabeth Hanson, Secretary

**EXHIBIT A**  
**Revocation Order**

<p style="text-align: center;">STATE OF COLORADO BOARD OF EDUCATION 201 E. Colfax Avenue #506 Denver, CO 80203</p>	<p>----- BOARD USE</p>
<p>In Re: Accountability Recommendations HOPE Online Learning Academy Elementary in Douglas County RE 1</p>	<p>CASE NUMBER: 17-AR-04</p>
<p><b>WRITTEN DETERMINATION AND ORDER</b></p>	

This matter is before the Colorado State Board of Education pursuant to § 22-11-210(5.5)(a), C.R.S. Based on the record of materials submitted to the State Board, the information adduced at hearings on January 9 and February 13, 2020, the comments of stakeholders, and being duly advised in the premises, the State Board FINDS and ORDERS as follows:

***Procedural History***

1. This matter concerns HOPE Online Learning Academy Elementary, a multi-district online charter school operated by HOPE Online Co-Op Learning Academy (“the Co-op”) and authorized by Douglas County School District (“the District”) and its local school board.

2. On February 19, 2008, the District’s local school board conditionally approved the Co-op’s charter school application. On May 15, 2008, the State Board approved the Co-op as an “online program” under the online education statute then in place. *See* § 22-30.7-106, C.R.S. (2007). Since 2008, the District and the Co-op have been parties to a charter contract authorizing the Co-op to operate a charter school serving students in kindergarten through the twelfth grade. The District has renewed this charter three times: in 2013, 2018, and 2019. The current contract ends June 30, 2021.

3. The Co-op’s portfolio includes an elementary school (kindergarten through grade 5), a middle school (grades 6 through 8), and a high school (grades

9 through 12, designated as an alternative education campus), each of which has had its own school code since 2013. All three of these schools—the elementary school at issue here, the middle school, and the high school—operate pursuant to the single charter contract between the District and the Co-op.

4. The Co-op is governed by a five-member Governing Board. The Co-op’s three schools do not have their own governing bodies.

5. This accountability action originally concerned both the Co-op’s elementary and middle schools. Since that time, the middle school has achieved a plan type of Improvement and is no longer “on the clock.” Accordingly, this rehearing concerns only the Co-op’s kindergarten through fifth grade (“the Elementary School” [School Code 3863]).

6. As of July 1, 2017, the Elementary School had been operating under a Priority Improvement or Turnaround Plan, *see* § 22-11-210(2)(a), C.R.S., for six years as follows:

2010	Turnaround
2011	Turnaround
2012	Turnaround
2013	Turnaround
2014	Turnaround
2016	Priority Improvement

The Accountability Act therefore required the State Board to direct action regarding the Elementary School. § 22-11-210(5)(b), C.R.S. (2016).

7. On May 24, 2017, after a public hearing, the State Board ordered the District, the Co-op, and the Elementary School to implement their proposal to “retain the services of a management partner and to reconstitute [the Co-op’s] governing board.”

8. The 2017 Written Determination and Order dictated that if the Elementary School failed to implement its proposal or was assigned a Priority Improvement or Turnaround Plan in 2019, then the Commissioner would again assign the State Review Panel to critically evaluate the Elementary School’s performance, revisit its recommendations, and report back to the State Board.

9. Since the State Board’s 2017 Written Determination and Order, the Elementary School has been assigned the following plan types:

2017	Priority Improvement
2018	Priority Improvement
2019	Priority Improvement

See § 22-11-210(2)(a), C.R.S. During this time period, student growth and achievement have remained essentially flat.

10. Pursuant to § 22-11-210(5.5)(a), C.R.S., and the 2017 Written Determination and Order, in the fall of 2019, the Commissioner assigned the State Review Panel to reassess the Elementary School’s performance and recommend one or more directed actions to the State Board.

11. In December 2019, after a document review and two-day site visit, the State Review Panel (“the Panel”) issued its Report.<sup>1</sup> It recommended that the Elementary School be closed. The Panel considered the following six factors, see § 22-11-210(4), C.R.S., on a four-point scale of capacity level, explaining its rationale as follows:<sup>2</sup>

- a. ***Whether the Elementary School’s leadership is adequate to implement change to improve results.*** The Panel rated the Elementary School as “developing.” Though leadership “has established strong school culture and student behavior,” it has “not established clear, targeted and measurable goals designed to promote student performance or adjust the implementation of the action plan.”
- b. ***Whether “infrastructure is adequate to support school improvement.”*** The Panel rated the Elementary School as “developing,” and made various system-level observations:
  - i. It “is not clear that leadership ensures the organization has sound financial and operational systems and

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<sup>1</sup> The Report is a part of the record, and the findings are only briefly summarized here.

<sup>2</sup> The State Review Panel’s scale of capacity level is, from highest capacity to lowest: highly effective; effective; developing; not effective.

processes.” Leadership “indicated [the Co-op] has \$400,000 in cash reserves”—approximately one week of its operating costs.

- ii. The District “has not led intentional, strategic efforts to ensure the effectiveness of the academic program and the sustainability of the organization.” Leadership was “beginning” to focus on the instruction by partnering with the University of Denver on professional development for learning center leaders.
  - iii. The Elementary School “does not consistently provide high-quality instruction” but was “beginning” to provide instructional leadership by setting non-negotiable instructional day schedules and by requiring the use of EngageNY and CKLA curricula.
- c. ***“Readiness and apparent capacity of personnel to plan effectively and lead the implementation of appropriate actions to improve student academic performance.”*** The Panel rated the School as “developing.” Most of the Co-op and learning center staff is deeply committed to students, though some staff “may have lower expectations” for their students.
- d. ***“Readiness and apparent capacity to engage productively with, and benefit from, the assistance provided by an external partner.”*** The Panel rated the School as “developing.” Though the Co-op collaborated with its partner pursuant to its 2017 Pathways Proposal, the partnership did not yield positive returns in student outcomes and effectively ended in mid-2019. The Co-Op has collaborated with the University of Denver’s Turnaround Leadership Program.
- e. ***“The likelihood of positive returns on State investments of assistance and support to improve the [School’s] performance within the current management structure and staffing.”*** The Panel rated the School as “not effective.” It

concluded that it is “not clear how leadership monitors the return on investment of specific improvement initiatives and uses data to inform decision-making.” Students have not demonstrated academic progress over time.

- f. *The “necessity that the [School] remain in operation to serve students.”* The Panel said “no.” The School’s blended learning model, the Panel stated, is not distinctive and is regularly used in brick-and-mortar schools. “There are other viable options for enrolled students that will likely lead to better results.”

12. The State Review Panel concluded by recommending school closure. “After nine years of underperformance, [Governing] Board reconstitution, and work with an external partner,” the Panel wrote, “students are not making the needed instructional gains.” It reiterated its findings that the blended learning instructional model is not unique; that the Elementary School “mainly relies” on “mentors who are not required to have teacher licensure and who have varying academic . . . backgrounds;” that “there is a lack of guidance and oversight by the [Co-op’s Governing] Board and authorizer;” and that there is no evidence that students “could not be served by other schools in their communities.”

13. On January 9, 2020, in accordance with its 2018 Procedures for State Board Accountability Actions and § 22-11-210(5.5)(a), C.R.S., the State Board held a public hearing regarding the Elementary School. The State Board heard presentations from and asked questions of the Co-op, the District, and the Department for more than two hours. It also considered the Co-op’s proposal; the State Review Panel’s Report; background information and answers to Board members’ inquiries provided by the Department; and extensive public comment collected by the Co-op and by the Department.

14. The State Board accepted public comment between October 14, 2019, and January 6, 2020, via online form submissions, letters, and emails. Additionally, the Elementary School submitted hundreds of comments from its students, families, and staff members. The State Board received nearly 900 comments in total. Students and families reported deep appreciation for the learning center environment and for the commitment of staff members. Several



other comments articulated concerns about teachers' and mentors' qualifications and certifications.

15. At the end of the hearing and in a January 14, 2020 Order, the State Board deferred its decision, instead ordering the parties to return for the February meeting. The State Board ordered the parties to be prepared to address the Co-op's finances and the possibility of partnering with at least one successful charter school operator to manage the Elementary School. The State Board also ordered the Co-op and the Elementary School to submit several documents, such as an amended 2019-20 budget and a proposed, amended contract for learning centers, prior to the February 2020 meeting.

16. On February 13, 2020, the State Board continued the hearing. In a brief presentation, the Co-op and the Elementary School assured that their finances were sound and in compliance with the law and summarized their discussions with three charter school operators and two external management entities about partnership. The District committed to working with the Co-op and the Elementary School to evaluate the five proposals. The State Board asked questions of the Co-op and the Elementary School, the District, and the Department for more than one hour. In addition to the materials it considered at the January 9, 2020 hearing, the State Board also took into account the documents the Co-op and the Elementary School submitted in advance of the hearing and answers to Board members' numerous inquiries provided by the Co-op and the Elementary School, the District, and the Department.

17. Following deliberations, the State Board voted 5-2 at the end of the hearing to direct the District to revoke the Elementary School's charter, effectively closing the Elementary School at the end of this school year.

### *Factual Findings*

18. The Elementary School is both a charter school authorized by the District and a multi-district online school.<sup>3</sup> See § 22-30.5-104(2)(b), § 22-30.7-

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<sup>3</sup> An "online school" is defined as:

a full-time education school authorized pursuant to this article that delivers a sequential program of synchronous or asynchronous instruction, directed by a teacher, primarily through online digital learning strategies that provide students choice over time, place, and path, and teacher-guided modality, of

105(1)(b), C.R.S. This year, the Elementary School is serving 846 students in kindergarten through fifth grade.

19. The Elementary School delivers instruction at eleven brick-and-mortar learning centers<sup>4</sup> located in eight school districts in Colorado.<sup>5</sup> Each learning center is a separately incorporated business operating under a unique name (e.g., “Victory Academy HOPE Online” and “Faith HOPE Learning Center”), and each is independently owned and operated.

20. The Co-op contracts with each learning center. Those contracts essentially set forth the following system:

- a. The learning center delivers the “HOPE Educational System” to students, subject to the Co-op’s minimum instructional day standards. Each learning center employs a learning center director, a learning center manager, and at least two mentors (subject to a 20:1 student-mentor ratio requirement), all of whom must meet certain minimum requirements. The learning center must also provide a physical facility with high-speed internet access.
- b. The Co-op pays the learning center a per student “Learning Center Allocation” of approximately \$3,775.00 (paid out in monthly installments). The Co-op provides the “HOPE Educational System,” along with computers and furniture.

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learning. An online school has an assigned school code and operates with its own administrator, a separate budget, and a complete instructional program. An online school is responsible for fulfilling all reporting requirements and is held to state and federally mandated accountability processes.

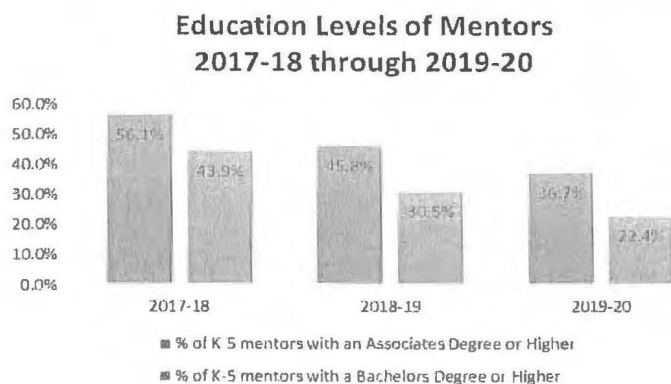
§ 22-30.7-102(9.5), C.R.S.

<sup>4</sup> See § 22-30.7-102(4), C.R.S.

<sup>5</sup> The Co-Op manages 18 learning centers across 12 school districts, but seven of these learning centers serve only middle and/or high school students. Learning centers that serve K-5 students are located in Cherry Creek School District, Pueblo City Schools, Jefferson County School District, School District 27J, Adams 12, Eaton RE-2, Denver Public Schools, and Adams 14.

description for mentors requires only that they possess the qualifications required for paraprofessionals.

33. At the learning centers serving elementary students, 75% of the mentors have not achieved a bachelor's degree, and nearly 65% do not have an associate degree. Nearly half lack education beyond high school. The education level of mentors has been declining since the 2017-18 academic year:



34. The Elementary School's students—some of the youngest and most vulnerable students for which the State Board is responsible—need qualified teachers to deliver direct instruction. But the Co-op's and the Elementary School's model simply does not provide for it.

35. The Co-op's operating model would make it difficult for even a high-quality turnaround partner to improve classroom instruction, because the Co-op does not employ most of the instructional personnel—the private learning centers do. Although we do not doubt the Co-op's efforts to assist with quality professional development at learning centers, the Co-op and the Elementary School do not directly hire or evaluate the staff with the primary responsibility for student learning.

36. Students currently enrolled in the Elementary School have other options for elementary schools close to the learning centers they attend. These other options generally perform at higher levels of achievement and growth. For each learning center serving elementary students, there is at least one elementary school with a Performance rating within four miles, and in most cases, within two miles.

### *Legal Conclusions*

37. As a multi-district online charter school, the Elementary School is subject to the Accountability Act. *See* § 22-11-103(28), C.R.S.

38. Pursuant to § 22-11-210(5.5)(a), C.R.S., because the Elementary School has continued to be assigned a Priority Improvement Plan, the State Board must either require the District and its local school board to continue the previously directed actions (from 2017) or direct the District and its local school board to undertake additional or different statutory action:

- a. “With regard to a district . . . charter school, that the public or private entity operating the charter school or the governing board of the charter school should be replaced by a different public or private entity or governing board;” or
- b. “[W]ith regard to a district charter school or an institute charter school, that the public school's charter be revoked.”

*See* §§ 22-11-210(5)(a)-(b), -210(5.5)(a), C.R.S.

39. The Co-op and the Elementary School have not asked to continue the previously directed action. They have essentially ended the management partnership they undertook in 2017, and the Co-op replaced its Governing Board. The action directed in 2017 did not result in significant improvements in student outcomes at the Elementary School. The Co-op did ask for the opportunity to engage a new management partner and give the Elementary School more time.

40. In determining what further action(s) to direct, the State Board must consider the recommendations of the State Review Panel; the actions that the District and its local school board was directed to take in 2017; the fidelity with which the District, the Co-op, and the Elementary School implemented those actions; and whether the amount of time that the District, the Co-op, and the Elementary School have had to implement those actions was sufficient to achieve results. *See* § 22-11-210(5.5)(a), C.R.S. The State Board has assessed these statutory criteria.

41. Given that the Co-Op has already replaced its board, we have

considered the remaining alternative to charter revocation—directing that the Elementary School’s operator (the Co-op) be replaced by a different operator. *See* § 22-11-210(5)(a)(II), C.R.S. The unique business model of the Co-op makes this option functionally very difficult. The Co-op has a single contract with each of its learning center operators, and students from all three schools (elementary through grade 12) may be served by overlapping staff within a single learning center. The three schools share a budget and a Governing Board. Independent operation of the Elementary School would require an overhaul of the operating model for all the Co-op’s schools and their contractors (the learning centers). The State Board lacks authority to order an overhaul of all the Co-op’s schools.

42. Where, as here, the State Board directs a local school board to close a school because of low performance, the authorizing school district must develop a “school closure plan that implements evidence-based best practices during the school closure process to ensure that students who are enrolled in the public school that is closed are fully supported in enrolling . . . in another public school” § 22-11-307(5)(a), C.R.S. However, because the students here are residents of other districts, this process will require special coordination.

### **ORDER**

**WHEREFORE**, the State Board hereby orders that the District’s local school board take action under §§ 22-11-210(5) and (5.5), C.R.S., with regard to the Co-op and the Elementary School as follows:

- A. The District shall revoke or reform its charter contract with the Co-op such that the Co-op is no longer authorized to operate an elementary school after the 2019-20 school year.
- B. The District, the Co-op, and the Elementary School shall comply with the statutory requirements of a plan for school closure. *See* § 22-11-307(5)(a), C.R.S. The District shall submit its plan to the Department no later than March 30, 2020. To the extent not otherwise incompatible with this Order, any closure should also be in accordance with the District’s closure procedures. *See* § 22-30.5-110(6), C.R.S.

C. Nothing in this Written Determination and Order directs action with regard to the Co-op's middle school or high school.

D. This is a final agency action.

Dated this 27th day of February, 2020.



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Dr. Angelika Schroeder, Chair  
Colorado State Board of Education

## CERTIFICATION OF MAILING

I hereby certify that I have provided a true and correct copy of the foregoing **WRITTEN DETERMINATION AND ORDER** this 27th day of February, 2020, via e-mail addressed to the following parties:

Dr. Thomas Tucker, Ph.D., Superintendent  
Douglas County School District  
[tstucker@dcsdk12.org](mailto:tstucker@dcsdk12.org)

David Ray, Board President  
Douglas County School Board  
[david.ray@dcsdk12.org](mailto:david.ray@dcsdk12.org)

Mary Kay Klimesh, General Counsel  
Douglas County School District  
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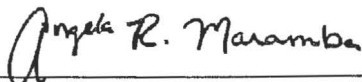
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Angela Maramba  
Director of State Board Relations

**EXHIBIT B**  
**First Amendment to Charter School Contract**  
**HOPE Online Learning Academy Coop**



**FIRST AMENDMENT TO CHARTER SCHOOL CONTRACT  
HOPE ONLINE LEARNING ACADEMY CO-OP**

This First Amendment to Charter School Contract (“Amendment”) is entered into this \_\_\_\_\_ day of March, 2020 and is effective as of July 1, 2020 (“Effective Date”), by and between Douglas County School District RE-1 (the “District”) and HOPE Online Learning Academy Co-Op, a Colorado nonprofit corporation (the “School” or “HOPE”) (the District and HOPE are referred to herein individually as “Party” and collectively as the “Parties”).

**RECITALS**

WHEREAS, HOPE is a public charter school authorized by the District in accordance with the Charter Schools Act, C.R.S. §§ 22-30.5-101 *et seq.* (“the Act”) and operating pursuant to the HOPE Online Learning Academy Co-op Charter School Contract (July 1, 2019-June 30, 2021) dated April 2, 2019 (the “Charter Contract”); and

WHEREAS, though the District authorized HOPE as one K-12 charter school in 2008, for accountability and accreditation purposes, HOPE is comprised of three separate programs – an elementary school (K-5) (the “Elementary School”), a middle school (6-8) and an AEC high school (9-12); and

WHEREAS, in its Written Determination and Order dated February 27, 2020 (the “Revocation Order”), the Colorado State Board of Education (“State Board”) ordered the District Board of Education (“District Board”) to revoke the Elementary School effective June 30, 2020, and to reform the Charter Contract accordingly; and

WHEREAS, on March 10, 2020, the District Board adopted a resolution revoking the Elementary School’s charter for the reasons set forth in the Revocation Order; and

WHEREAS, the parties desire to amend the Charter Contract to reflect the revocation of the Elementary School while ratifying the Charter Contract as to the middle school and AEC high school.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants contained herein, the Parties agree as follows:

1. **School Grade Levels.** As of the Effective Date, Section 5.1 of the Charter Contract is deleted in its entirety and replaced with the following provision:

The School may serve students in grades 6 through 12.

2. **References to Elementary School Void and of No Effect.** As of the Effective Date, references in the Charter Contract to the Elementary School, including, without limitations, the words “elementary”, “kindergarten”, and “K-5”, are void and of no effect.
  
3. **Dispute Resolution.** In the event of a dispute between the Parties regarding the effect of this Amendment on one or more provisions of the Charter Contract, then a representative of each Party shall meet and confer in a good faith effort to resolve such dispute. If such efforts do not resolve the dispute within five days after it arises, then the dispute shall be submitted to the District’s Director of Schools/Choice Programming, whose decision shall be final.
  
4. **Miscellaneous.** Except as expressly amended herein, the Charter Contract shall remain in full force and effect and is hereby ratified and confirmed in all respects, including with respect to the middle school and AEC high school programs. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original. Facsimile or electronic transmission of any signed original document, and the retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of the original signed document.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first set forth above.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

HOPE ONLINE LEARNING ACADEMY CO-OP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_