

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

**RESOLUTION OF CONTRACT RENEWAL
OF**

Academy Charter School

Whereas on February 5, 2013, the Board of Education ("Board") of the Douglas County School District RE-1 (the "School District") approved a 5- year renewal charter school contract for Academy Charter School, a Colorado nonprofit K-8 charter school, for the continuation of Academy Charter School as a district charter school, which charter contract expires on June 30, 2018;

Whereas in accordance with national best practices and district policy, a review of the academic, financial, and governance operations of Academy Charter School was conducted by DCSD staff and outside reviewers;

Whereas the consensus of DCSD staff and the outside reviewers is to recommend an additional 5-year renewal charter contract to Academy Charter School, to take effect on July 1, 2018 and run through June 30, 2023;

Whereas the Board recognizes the demand for and the value of choice school offerings in Douglas County School District RE-1; and

Whereas the Board acknowledges the excellent results on the part of the Board of Academy Charter School, the first charter school established in the State of Colorado, and seeks to promote a healthy balance among expanding choice options, a focus on the best interest of students, and required fiscal soundness and accountability;

Now, therefore, be it resolved by the Board that the charter school renewal contract between the Douglas County School District and Academy Charter School is hereby approved, subject to and pending satisfaction of the following conditions, as well as all other terms and conditions as may be required by law:

1. Academy Charter School will continue to attain the accreditation rating of "Performance," according to CDE standards as they may be amended from time to time throughout the term of the renewal contract;
2. Academy Charter School shall present a detailed budget for fiscal year 2018-2019, as well as a projected budget for the fiscal years of 2018-2023, to be approved by the District's Chief Financial Officer on or before April 1, 2018;
3. Academy Charter School will undergo a strategic planning process or update the current strategic plan and forward such strategic plan or update to DCSD staff for review and comment by July 1, 2018.

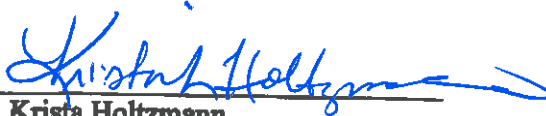
4. The Academy Charter School Board shall sign a charter school contract acceptable to the Board on or before January 26, 2018, unless the Charter Board and the DCSD Board or the School District's Superintendent agree to extend that date. The contract shall reflect any and all other required and recommended terms negotiated with School District representatives. In the event the Board determines that an acceptable contract has not been executed by said date, or such date as may have been extended as provided herein, this renewal resolution shall be deemed to have failed. However, in no event shall the Board action described herein be construed as a revocation of a purported charter or school contract.

Approved this 12th day of December, 2017.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: 
David Ray
President, Board of Education

Attest:

By: 
Krista Holtzmann
Secretary, Board of Education

DCSD/ACADEMY CHARTER SCHOOL
Renewal Contract Language and Attachments

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Section 1: Introduction

This Contract, effective the 1st day of July, 2018 is made and entered into between Douglas County RE 1 School District (the "District" or the "Authorizer") and the Academy Charter School, a public school organized as a Colorado nonprofit corporation (the "School") (collectively, the "Parties").

Recitals

1.1 Reference Charter Schools Act.

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

1.2 Reference submission date for application.

WHEREAS, on **DATE**, the Board of Education of the School District ("Board of Education") approved the staff renewal application of the School ("Renewal Application") submitted by the Charter School;

1.3 Reference approval date for application and District board approval resolution.

WHEREAS, Academy Charter School was approved for its Charter and contract for a five year term commencing on July 1, 2018 and continuing through June 30, 2023; and

WHEREAS, Academy Charter School seeks certain waivers from School District policies/regulations and state law; and

WHEREAS, the School District has the authority to waive Board-approved policies and/or regulations only to the extent permitted by law: and

WHEREAS, the authority of the Colorado State Board of Education ("State Board") to provide waivers from requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes: and

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

Section Two: Establishment of School

- 2.1 Term.** This Contract is effective as of July 1, 2018 and shall continue through June 30, 2023. Although this Contract is for operation of the Charter School for a period of 5 years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term, and that the District has not irrevocably pledged and held for payment sufficient cash reserves

for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

- 2.2 **Charter school legal status.** The School is incorporated as a Colorado non-profit. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The School shall notify the District promptly of any change in its corporate and/or tax exempt status.

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

Section Three: District-School Relationship

3.1 District Rights and Responsibilities

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

Further, the District may make announced or unannounced visits to the school to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

- b. **Complaints.** The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within ten (10) days of receipt by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity.
- c. **School health or safety issues.** The District shall immediately notify the school of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.
- d. **Feedback about progress.** Within sixty (60) days of receipt of the School's annual report completed pursuant to Section 3.2.D.i of the Contract, the District shall, at a minimum, provide information to the school about its status in relationship to the goals, objectives and accreditation requirements contained in Sections 7.3 and 7.4.
- e. **Access to student records.** Upon request, the District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

3.2 School responsibilities and rights.

Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the school shall ensure that records for students enrolling in other schools are transferred in a timely manner. Financial records shall be provided to the District on a quarterly basis. All records shall be maintained at the School and shall be open to inspection, consistent with law, during normal business hours. Financial records shall be posted in accordance with the Financial Transparency Act. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements, including, but not limited, to, compliance with the Colorado Open Records Act.

- a. **Notification Provided to the District.** The School shall timely notify the District (and other appropriate authorities) in the following situations:
 - i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
 - ii. Any complaints filed against the School by any governmental agency.

The School shall promptly notify the District of any of the following:

- i. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;

- ii. Any circumstance requiring the lockout, lockdown, evacuation or closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;
 - iii. The arrest of any members of the Charter Board or Charter School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
 - iv. Misappropriation of funds;
 - v. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
 - vi. Any change in its corporate status with the Colorado Secretary of State's Office or status as a §501(c)(3) corporation, if applicable.
- c. **Compliance.** The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5 below.
- d. **Reports.** The Charter School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The district will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the District may take actions outlined in Section 3.6 of this Contract.
- i. **Accreditation.** The School shall provide the District all required documents set forth on the Data Submission timeline that include but are not limited to: (1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results, including evidence the School met, exceeded, or made reasonable progress toward meeting its objectives; (4) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with the Every Student Succeeds Act ("ESSA"), if required by CDE or the District; (5) a description of the School's educational program and services; (6) a description of the District services provided to the School and their effectiveness and efficiency; and (7) Colorado Department of Education annual report requirements not otherwise listed above.
 - ii. **Required financial reports (including budget)**
 - a. Proposed Budget – 4/30
 - b. Projected enrollment – 12/3
 - c. Charter Board approved budget – 5/19
 - d. Quarterly financial reports – within 45 days of the close of the quarter
 - e. Annual audit – 9/30

f. School calendar – 3/14

- iii. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – upload monthly.
- iv. Safe School Plan, C.R.S. 22-32-109.1: the School shall comply with the Colorado Safe Schools Act and complete the required information annually by 6/30. The School shall submit the information to the individual or office designated in advance by the District.
- v. Governance information
 - a. Charter Board membership (i.e., names, contact info, terms and signed Board Member Conflict of Interest Forms)– 8/16
 - b. Signed Board member conflict of interest disclosures for new members, within 10 days after any change in membership
 - c. Current bylaws – within 10 days after any changes
 - d. Current articles of incorporation – within 10 days after any changes
- vi. Insurance certification – 8/16

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

3.4 Procedures for Articles of Incorporation and Bylaws amendments. The School shall follow the requirements of the Colorado Revised Nonprofit Corporations Act and the School's bylaws in amending its articles of incorporation and bylaws and shall provide the district with 60 days to comment on any such changes. In the event of an emergency, the School may adopt such an amendment effective immediately, subject to the School's later action on any comments submitted by the District. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements in Attachment 3.

3.5 District-school dispute resolution procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute Resolution process set forth in this Section, unless specifically otherwise provided.

- a. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- b. Either party shall notify the other party that a dispute exists between them within 30 days from the date the dispute arises. Such notification shall be in writing and shall identify the article and Section of the Agreement that is in dispute and the grounds for the position that such article and Section is in dispute. The matter shall be immediately submitted to the head of the school and the Superintendent of the School District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- c. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within 30 days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the Boards of the School and the District for their consideration. The submission to the Boards shall be made in writing to the other party and to the Board Presidents for delivery to the Boards, no later than 40 days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both Boards are required to place the item on the agenda at the earliest meetings for discussion by the respective Boards. The Board Presidents are required to inform each other in writing, the resolution proposed by their respective Board's within 10 days after the board meeting at which the item is discussed. The Presidents of the Boards may elect to meet to identify possible solutions.
- d. In the event that the matter is not resolved by the Boards, then the matter shall be submitted to non-binding mediation by notice in writing to the other party within 30 days following the Board meetings. The 30 days shall be determined by the date of the last Board meeting at which the matter is discussed.
- e. Any and all disputes which cannot be resolved informally shall be settled by mediation to the extent not inconsistent with the requirements of state law. The parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.
- f. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, mediators not jointly appointed, shall be paid by the party incurring such costs.
- g. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.
- h. Either party may appeal to the State Board within 30 days of the written release of the mediation opinion.

3.6 Other remedies. If the School is subject to nonrenewal or revocation under C.R.S. §22-30.5-110 (3), state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance

with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.6.b below, the District shall send a notice of breach and provide the School with an opportunity to cure. The notice shall state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, the timeframe for remedying the deficiency, and the expected results.

- a. Withholding up to 10 percent of the funds due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.d by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in §22-30.5 (112) (g).
- b. Taking immediate control of the School or some portion thereof. Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious and imminent threat to the School or District students, the community, or the property rights of the District or the School, the District may, but shall not be required to, apply for an order pursuant to C.R.S. § 22-30.5-702 to take immediate control of the School and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the District shall continue during the pendency of any dispute resolution process with respect to any alleged breach.
- c. Submission of a plan to the District to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the Charter Board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

3.7 District violations of charter school law or this contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution procedures in accordance with Section 3.5, file an appeal with the State Board, or seek other remedies provided by law.

Section Four: School Governance

4.1 Governance. The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The governing board shall operate in accordance with these documents. Any

material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body shall be made in accordance with the procedures described in Section 3.4 of the Contract.

- 4.2 **Corporate purpose.** The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, §22-30.5-101, et seq., C.R.S.
- 4.3 **Transparency.** The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.
- 4.4 **Complaints.** The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District's Board of Education, and shall not be subject to appeal.
- 4.5 **Contracting for core educational services.** Unless otherwise agreed in writing by the District, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses.

Section Five: Operation of School and Waivers

- 5.1 **Operational powers.** The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for school purposes (a copy or summary of key terms of which shall be provided to the District at least 30 days prior to execution for review); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract.
- 5.2 **Transportation.** Any transportation of students to the School (other than special education students who require transportation as a related service) shall be the sole responsibility of the School. However, the School may separately contract with the District for transportation services if desired.
- 5.3 **Food services.** if requested to do so by the School, pursuant to a separate contract the District shall provide free and reduced price meals to needy students in a manner determined by the District and in accordance with School Board policy and applicable federal and state law.
- 5.4 **Insurance.** The School shall purchase insurance protecting the School and its Board, employees, and volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto

liability insurance. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

Comprehensive general liability - \$3,000,000
Officers, directors and employees' errors and omissions - \$1,000,000
Property insurance - As required by landlord
Crime Coverage: \$50,000
Motor vehicle liability (if appropriate) - \$1,000,000
Bonding (if appropriate)
Minimum amounts: \$25,000
Maximum amounts: \$100,000
Workers' compensation - (as required by state law and should purchase employer's liability up to \$500,000)
Fiduciary Liability: \$1,000,000
Accidental Death and Dismemberment for Volunteers: \$10,000

The District shall provide timely notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". Non-rated insurers must be approved by the District. The Colorado School Districts Self Insurance Pool is preapproved by the District for use by the School. The School shall provide certificates of insurance to the District's Risk Manager by 8/16 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 45 days prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School shall notify the District's Risk Manager within 10 days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

5.5 Waivers

a. State Laws and Regulations

- i. Automatic waivers. Automatic state waivers come into effect upon execution of this contract, pursuant to 1 CCR 301-35. The automatic waivers from state law or regulation are set forth in Attachment 1.
- ii. Additional waiver requests. The School may seek additional, non-automatic waivers if a statute or rule applies to the School and is deemed by the School to be inconsistent with the School's operational or educational needs.
- iii. Procedures for additional waiver requests. The District Board of Education agrees to jointly request waiver of additional state laws and regulations, in addition to those automatically granted, as appropriate. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

iv. **Subsequent waiver requests.** The School may request additional waivers after the original waiver request by way of an addendum to this contract. Upon receipt of such request, the District shall have 30 calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have 30 calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board of Education approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

b. District Policies

- i. **Waivers.** The School shall be granted certain waivers from District policies set forth in Attachment 2 upon approval by the Board of acceptable replacements.
- ii. **Subsequent waiver requests.** The School may request additional waivers after the original request. Upon receipt of such request, the District shall have 30 calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have 30 calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.
- iii. **Revocation of waivers.** For reasonable cause and after providing notice to the School, the Board may revoke waivers previously granted.

5.6 Traffic Planning

Traffic issues and congestion are a common problem for Charter Schools and the neighborhoods that surround Charter Schools. Charter School site location and the process of student loading and un-loading is critical for safe and efficient traffic operations both on school property and the surrounding roadway network. Charter School staff, parents and students need to be aware of this reality and participate in providing a safe and organized flow of traffic. To that end, at the request of the District or a local government jurisdiction, a Transportation Management Plan (TMP) shall be developed by the Charter School administration staff and a Professional Traffic Engineer or Traffic Planner, with assistance from the local government jurisdiction. The Charter School administration shall seek approval of the TMP by the local government jurisdiction. The TMP shall serve as the framework for morning drop-off and afternoon pick-up operations. The elements of the TMP will be used to develop the Charter School's Traffic Impact Analysis which

identifies area roadway network improvements necessary to accommodate the traffic generated by the school. Components of the TMP shall include, as applicable:

- a list of TMP related contacts (school staff)
- loading zone information and operation
- communication information and operation
- volunteer policies and training
- walk-in/bike-in procedures
- rules/regulations and fines
- parking management including special event parking and any agreements in place for off-site parking
- inclement weather procedures and guidelines
- busing information and operations
- alternative strategies to be invoked if/when original strategies become unsuccessful

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

Section Six: School Enrollment and Demographics

6.1 School grade levels. The School may serve students in grade Kindergarten through 12th Grade.

6.1.a Student demographics. 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 is committed to the goal of recruiting, enrolling and retaining a student population that will mirror and be reasonably representative of the "at risk" student population in the community it serves. The parties acknowledge that the School's good faith implementation of such outreach plan may not, in and of itself, ensure its complete success. Accordingly, the parties agree that their representatives will review the success and operation of the plan and improvements that could be made to the plan within a reasonable time following compilation of the October 1 counts.

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

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

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in the School's enrollment policy.

6.5 Admission process and procedures for enrollment of students with disabilities or a Section 504 plan. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- a. Following the application deadline and upon completing the lottery if appropriate, the School shall require that the student/District provide the most recent IEP or Section 504 Plan, if any.
- b. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan shall be provided to the School's multi-disciplinary IEP team immediately upon receipt of the IEP or 504 Plan.
- c. When an applicant has an IEP or Section 504 Plan, the School's multi-disciplinary IEP team shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school. If the LRE Placement in the IEP is moderate needs, the school shall make an offer of FAPE and the student shall be admitted. After the student is admitted the IEP team may convene an IEP meeting if necessary.
- d. When a student with disabilities whose LRE Placement in the IEP is a center-based program or separate school applies for admission to the School, the student's attendance at the School is contingent upon the determination by the multi-disciplinary IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the charter school. If the determination is that FAPE cannot be provided because the IEP cannot be implemented in the appropriate LRE Placement, the student's attendance at the School shall be denied, and the District must place the student in another public school with a LRE where the IEP can be implemented. Additionally, an application for attendance at a charter school may be denied for a student seeking placement in a charter school in the same manner and for the same reasons as such application may be denied for a student without disabilities.
- e. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter 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, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

- 6.7 **Non-resident admissions.** Subject to its enrollment guidelines, the School shall be open to any child who resides within the School District and to any child who resides outside the School District, subject to compliance with applicable Colorado public schools of choice statutes, Board policy and this Contract. Once accepted for enrollment, a student may reenroll for subsequent school years until completing his or her schooling at the School.
- 6.8 **Student movement after October 1.** After October 1, any movement of students between the School and any district school, including the school serving the student's resident address that is not operated pursuant to a charter school Contract, is subject to District open enrollment policies and/or an agreement between the School and the Superintendent or designee. The School agrees to use the standard district administrative transfer process. Requests for transfer to a District school shall not be unreasonably denied.
- 6.9 **Expulsion and denial of admission.** The authority to hold expulsion hearings shall be vested by the District Board in the Charter Board's designee, who may seek assistance from the District or the District's designee. Appeal from the decision of the Charter Board's designee shall be to the Charter Board. Any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School, in cooperation with the District as appropriate, with all costs for such services to be borne by the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School, in cooperation with the District, with all costs for such services to be borne by the School.
- 6.10 **Continuing enrollment.** Students enrolled in the School shall remain enrolled in the School through the highest grade served by the school, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's open enrollment and administrative transfer procedures.

Section Seven: Educational Program

7.1 Mission and Vision.

Mission: Through the cooperation of parents, teachers, and students, Academy Charter School will create a learning environment that fosters growth in character, high academic achievement and the love of learning resulting in responsible, productive citizens.

Vision: Academy Charter School provides a challenging academic program based on the Core Knowledge curriculum that promotes academic excellence, character development, and educational enthusiasm for its students.

- 7.2 **School goals.** Academy Charter School's program will measure educational success via the standard UIP process, along with such other interim and final benchmarks as are appropriate to the school or are required by the State or the District.

- 7.3 School Accreditation.** District Accreditation Indicators: Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The School acknowledges that these indicators and process may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.
- 7.4 Educational program characteristics.** The charter school will continually update curricular packages to meet the State and National education standards in effect. The school will utilize only research-based programming that meets or exceeds State/Federal standards for each subject offered.
- 7.5 GED and online programs.** The School's educational program as contained in the application and reviewed by the District does not include a GED or on-line program pursuant to §22-33-104.6, C.R.S., and the School is accordingly prohibited from offering such GED or on-line programs.
- 7.6 Curriculum, instructional program, and pupil performance standards.** The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.
- 7.7 English language learners.** The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and exiting English language learners.
- 7.8 Education of students with disabilities.**
- a. The cost for any special education services provided by the School District is described in the Purchased Service Agreement as it may be amended from time to time. The School District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities as set forth in the student's IEP or 504 plan, it shall be the responsibility of the School District.
 - b. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the School District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the School District's position, if reasonable, shall control. Nothing in this section shall prevent either party from electing to expend its own funds to settle a disputed special education matter. Should the District expend funds to settle a special education matter, it may also reasonably allocate such expenditure between itself and the School. If the School

disputes the District's allocation, it may pursue dispute resolution pursuant to Paragraph 3.5 of this contract.

- c. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- d. The School's special education teachers may participate in monthly staff and professional development meetings sponsored by the District. Newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and may be supported by a mentor selected by the District throughout the first year of employment.
- e. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- f. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

Section Eight: Financial Matters

8.1 Revenues.

- a. **District per pupil revenue funding.** In each fiscal year during the term of this Contract, the School District shall provide 100% of PPR to the School minus the following:

The actual amount of the School's per pupil share of the central administrative overhead costs, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement, less deductions for purchased services, less other deductions as provided herein and adjusted as provided herein. District per pupil revenues shall have the meaning defined in C.R.S. § 22-30.5-1 12(2)(a.5). Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

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

- b. Mill Levy funds. The District shall pay to the School its proportionate share of the Mill Levy Override Funds as may be authorized by the District Board of Education and agreed by the parties from time to time. The School agrees to use such funds in accordance with District guidelines. In any dispute over eligibility for funding and appropriate use of funds, the District's position shall prevail. Funds shall be made available to the School on the same schedule that they are made available to other District schools.
- c. Federal categorical aid. Each year the School District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the School District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.
- d. State categorical aid. On or before January 15th of each year, the District shall provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) categorical aid received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required.

8.2 Disbursement of Per Pupil Revenue.

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

8.3 Budget. On or before April 30 of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and

compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision by May 19. A material violation of this may result in the District initiating remedies described in Section 3.6.

- 8.4 Enrollment projections.** The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by December 1, including plans for increases or decreases in enrollment. It is agreed by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.
- 8.5 TABOR Reserve.** The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The District shall credit the School's ending fund balance in each fiscal year the per pupil portion of the District's TABOR Reserve represented by the School's funded enrollment based on the prior year's October membership. The School shall be charged, as an allocated cost, its pro-rata share of any required TABOR Reserve increases.
- 8.6 Contracting.** The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has not authority to enter into a Contract that would bind the District, and the School's authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each written contract entered into by the School shall include the following provisions:
- a. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
 - b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.
- 8.7 Annual audit and trial balance.** The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in final form by September 30 of each year. The School shall pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If such audit is not received by September 30 of each year, it shall be considered a material breach of Contract and the School shall have 10 business days, or such other time as the parties may agree, to cure such breach.
- 8.8 Quarterly reporting.** The School shall prepare quarterly financial reports for the District in compliance with 22-45-102(1)(b), C.R.S. Such reports shall be submitted to the District no later than 45 days following the end of each quarter, except that all fourth quarter and year-end reports shall be submitted with the annual independent financial audit.

- 8.9 **Non-commingling.** Assets, funds, liabilities and financial records of the school shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.
- 8.10 **Encumbrances and borrowing.** During the term of this Contract, the School shall not encumber any of its assets without the written permission of the District.
- 8.11 **Personal Loans.** No loans may be made by the School to any person or entity for any purpose, except that the Board may permit, in cases of hardship, advances of not more than one month of employee pay.

Section Nine: Personnel

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

Section Ten: Service Contracts with the District

- 10.1 **Direct costs.** The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to §22-30.5-1 12(2)(a.9)(b.5), C.R.S. Such negotiations shall be concluded by June 15th of the year preceding that to which the costs apply.
- 10.2 **School District services.** Agreements between the School and School District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized by March 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

Section Eleven: Facilities

- 11.1 **Location.** During the term of this Contract, the School shall not establish any educational programs at any location other than 1551 Prairie Hawk Dr. Castle Rock, CO 80109. The School may move its location only with the written approval of the District. Any requested change in location shall be consistent with the application and the School's mission. The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it.
- 11.2 **Use of District facilities.** The School may not use District facilities for activities and events without prior written consent from the District.
- 11.3 **Impracticability of use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be

secured, the District shall not be obligated to provide an alternative facility for use by the School to operate the School.

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

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

- 12.1 **Renewal timeline and process.** The School shall submit its renewal application by September 1 of the year before the School's Contract expires. The Board of Education shall act on the renewal application by resolution no later than December 1 of the year before the School's Contract expires (or such date as may be mutually agreed upon by the School and the District), following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.
- 12.2 **Renewal application contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The District may modify this process, but shall not do so prior to seeking input from the School.
- 12.3 **Criteria for renewal or non-renewal and revocation.** The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. §22-30.5-110 (3), as they exist now or may be amended or material breach of this Contract.
- 12.4 **Termination and appeal procedures.** The District shall provide the School written notice of the grounds for termination, which may be considered by the District Board after receiving the written recommendation of the superintendent. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.6) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.
- 12.5 **School-initiated closure.** Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least sixty (60) days before the end of the school year.
- 12.6 **Dissolution.** In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the

School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.8 below and 2) reassignment of students to different schools. School personnel and its charter school governing board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

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

Section Thirteen: General Provisions

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

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

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

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

13.5 Governing law and enforceability. This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction

or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

DOUGLAS COUNTY SCHOOL DISTRICT RE. 1

By: 
President, Board of Education

Attest: 
Secretary

ACADEMY CHARTER SCHOOL

By: _____
President, Charter School Board

Attest: _____
Secretary

Attachment 6: Waiver Request and Rationale Plan of District Policies

Attached is a summary of the DCSD Administrative Policies that ACS is requesting waivers from during the new Charter contract period. Please note that:

- Many of the DCSD policies are not relevant to ACS's operation as a K-8 school and are noted as such.
- ACS has its own policies in place for all other DCSD policies that we are requesting waivers from.
- For policies not waived that use the terms "Board of Education" and "Superintendent", ACS requests that such terms be replaced with "ACS Governing Board" and "ACS Dean", respectively.
- ACS reserves the right to request additional waivers in the future as is necessary and agreed to with the District and the Board of Education.

It should be further noted that the ACS Governing Board does not subscribe to or operate under Policy Governance. Therefore, during contract renewal discussions, the ACS Governing Board President, along with the ACS Dean, must agree to what is applicable and what is not applicable specific to the Board of Education's policy governance and its appropriate application to the operations and governance of Academy Charter School and its Governing Board.

Douglas County School District

Index of Administrative Policies

Note: The attached cover letter provides general background to this waiver request of selected DCSD Administrative Policies. All DCSD Administrative Policies are listed below. ACS is requesting waiver from those specific policies that are indented, preceded by the word "Waived", and followed by a short rationale in support of the waiver request specific to that policy.

A – Foundations & Basic Commitment

AC – Nondiscrimination/Non-Harassment of Students and Staff

ADC – Tobacco Free Schools

ADD – Safe Schools

ADE – Crisis Management

ADF – Memorials for Deceased Students and Staff

ADG – Student Wellness

ADG-R – Student Wellness

AE – Accountability/Commitment to Accomplishment

B-Board Governance and Operations

BC – Board Member Conduct

BCB – Board Member Conflicts of Interest

- **Waived – BE/BEA/BEB – School Board Meetings/Regular Meetings/Special Meetings**
 - The ACS Governing Board has its own set of Bylaws. ACS has a Code of Conduct that all GB Members sign as they are elected and seated.

BEDH – Public Participation at Board Meetings

- **Waived – BGB – Policy Adoption**
 - This applies to only those policies waived where the ACS Governing Board recognizes its responsibility to provide a policy for ACS for those waived unless the waived policy has no applicability to the operations of ACS.

C-General School Administration

- **Waived – CFA-R – Department Chairpersons**
 - Not Applicable to K-8 Program

D-Fiscal Management

- **Waived – DBG – Budget Adoption Procedures**
 - ACS Governing Board has its own budget process. Timelines for submission of preliminary/draft and adopted budgets will be dictated by DCSD.
- **Waived – DFA/DFAA – Revenues from Investments/Use of Surplus Funds**
 - The ACS Governing Board will have authority as to the deposit and investment of school/public funds.
- **Waived – DFE – Gate Receipts and Admissions (Royalties)**
 - Not applicable to K-8 school.

DH – Bonded Employees and Officers

DID-Inventories

DIE – Audits

- **Waived – DJ – Purchasing**
 - ACS retains the responsibility to award and reject all competitive bids for materials, services, and /or services.
- **Waived – DJ-R – Purchasing Procedures**
 - ACS retains the responsibility to award and reject all competitive bids for materials, services, and

/or services.

- **Waived – DJA – Purchasing Authority**
 - ACS retains the responsibility and authority to arrange for and manage all purchasing for the operations of the school.
- **Waived – DJE – Bidding Procedures**
 - The ACS Governing Board, Castle Rock Life Long Learning Center and/or ACS Dean will retain the role of establishing bid/proposal terms and conditions that govern all procurement transactions.
- **Waived – DJE-R – Bidding Procedures**
 - See above.
- **Waived – DJG/DJGA – Vendor Relations, Sales Calls and Demonstrations**
 - Monitoring and accepting any vendor relations will be the sole responsibility of ACS.
- **Waived – DK – Payment Procedures**
 - ACS does not purchase DCSD Business Services and thereby retains all responsibilities for payments.
- **Waived – DKA – Payroll Procedures/Schedules**
 - ACS does not purchase DCSD Business Services and thereby retains all responsibilities for payments.
- **Waived – DKC – Expense Authorization/Reimbursements**
 - ACS does not purchase DCSD Business Services and thereby retains all responsibilities for payments.
- **Waived – DKC-R – Travel Expense Authorization/Reimbursement**
 - ACS does not purchase DCSD Business Services and thereby retains all responsibilities for payments.
- **Waived – DN – School Properties Disposal Procedure**
 - The Castle Rock Life Long Learning Center retains responsibility to establish procedures for disposal of the school's real property.

E-Support Services

EBAB – Hazardous Materials

EBAB-R – Hazardous Materials

EBB/EBBB – Accident Prevention and Procedures/First Aid/Accident Reports

EBBA – Prevention of Disease/Infection Transmission

EBBA-R – Prevention of Disease/Infection Transmission

EBCA – Disaster Plans

EBCB – Fire Drills

EBCB-R – Fire Drills

EBCE – School Closings and Cancellations

- **Waived – EBCE – School Closings and Cancellations**
 - Academy Charter will generally follow the closing and delay schedules announced for the Douglas County School District (DCSD) but due to our school being an all commuter school, we may be on a closed or delayed schedule that is different than DCSD. While it is our intention to have classes for every scheduled school day, sometimes that is not possible. ACS may close, or be closed, for different scenarios. This includes, but is not limited to weather related issues or emergencies, system failures within the school, local or national emergencies, as well as other situations as determined by the Dean and/or Governing Board.

EBCE-R – School Closings and Cancellations

- **Waived – EBCE-R – School Closings and Cancellations**
 - Academy Charter will generally follow the closing and delay schedules announced for the Douglas County School District (DCSD) but due to our school being an all commuter school, we may be on a closed or delayed schedule that is different than DCSD. While it is our intention to have classes for every scheduled school day, sometimes that is not possible. ACS may close, or be closed, for different scenarios. This includes, but is not limited to weather related issues or emergencies, system failures within the school, local or national emergencies, as well as other situations as determined by the Dean and/or Governing Board.

ECA/ECAB – Security/Access to Buildings

ECA-R – Video Surveillance Equipment

ECAC – Vandalism

ECE – Traffic and Parking Controls

ECF – Energy Policy

EDB – Maintenance and Control of Materials and Equipment

EDB-R – Maintenance and Control of Materials and Equipment

- **Waived – EEAA – Walkers and Riders**
 - Not applicable as school bus transportation is not provided to ACS students.
- **Waived – EEAC – School Bus Scheduling and Routing**
 - Not applicable as school bus transportation is not provided to ACS students.
- **Waived – EEAC-R – School Bus Scheduling and Routing**
 - Not applicable as school bus transportation is not provided to ACS students.

EEAE – School Bus Safety Program

- **Waived – EEAEA – Bus Driver Requirements, Training and Responsibilities**
 - Not applicable as school bus transportation is not provided to ACS students.
- **Waived – EEAEAA – Controlled Substance and Alcohol Testing**
 - Not applicable as ACS has does not have any employees driving vehicles for school purposes.
- **Waived – EEAEAA-R – Controlled Substance and Alcohol Testing**
 - Not applicable as ACS has does not have any employees driving vehicles for school purposes.
- **Waived – EEAEAB – Controlled Substance and Alcohol Testing for Employees Without Commercial Driver's License**
 - Not applicable as ACS has does not have any employees driving vehicles for school purposes.

EEAF – Special Use of School Buses

EEAFB – Use of School Buses by Community Groups

EEAFB-R – Use of School Buses by Community Groups

EEAG – Student Transportation in Private Vehicles

EGAD – Copyright Compliance

EGAD-R – Copyright Compliance

EI – Insurance Management

F-Facilities Development

- **Waived – FAAA – Facilities Development Priority Objectives: Airports**
 - Not applicable to ACS.
- **Waived – FAAA-E – Facilities Development Priority Objectives: Airports**
 - Not applicable to ACS.
- **Waived – FAAA-R – Facilities Development Priority Objectives: Airports**
 - Not applicable to ACS.
- **Waived – FBC-R – Facility Capacity Standards**
 - The ACS Governing Board and/or Castle Rock Life Long Learning Center retain authority to determine ACS's capacity within general CDE standards for building capacity.
- **Waived – FEG – Construction Contracts Bidding and Awards**
 - The ACS Governing Board and/or Castle Rock Life Long Learning Center retain the authority regarding any contract/bidding/ awards necessary for construction inside or outside of the ACS facility.
- **Waived – FEH – Supervision of Construction**
 - The ACS Governing Board and/or Castle Rock Life Long Learning Center retain the authority regarding any contract/bidding/ awards necessary for construction inside or outside of the ACS facility.
- **Waived – FF – Naming New Facilities**
 - Not applicable to ACS.
- **Waived – FF-R – Naming New Facilities**
 - Not applicable to ACS.

G-Personnel

[GBA – Unlawful Discrimination/Equal Opportunity Employment](#)

[GBAA – Nondiscrimination/Non-Harassment of Employees](#)

[GBB – Nondiscrimination on the Basis of Disability](#)

[GBB-R – Nondiscrimination on the Basis of Disability](#)

[GBE-E-1 – Section 504/ADA Form A](#)

[GBE-E-2 – Section 504/ADA Form B](#)

[GBE-E-3 – Section 504/ADA Form C](#)

[GBEA – Staff Conflicts of Interest](#)

[GBEA-R – Staff Conflicts of Interest](#)

- **Waived- [GBEB – Staff Conduct and Ethics](#)**
 - ACS Dean and Governing Board retains the right to create their own Staff Code of Conduct and Ethics.

[GBEBA – Staff Dress Code](#)

[GBEC – Drug-Free Workplace](#)

[GBEE – Employee Computer and Internet Use](#)

[GBEE-R – Employee Computer and Internet Use Rules](#)

[GBGA – Staff Health](#)

[GBGB – Staff Protection](#)

[GBGF – Federally Mandated Family and Medical Leave](#)

[GBGF-R – Federally Mandated Family and Medical Leave](#)

- **Waived - [GBJ - Personnel Records](#)**
 - ACS retains the responsibility of developing a comprehensive and efficient system of maintaining and retaining personnel records. ACS will comply with all public records and privacy act requirements.

[GCEA/GCFA - Professional Staff Background Checks](#)

[GDEA - Support Staff Background Checks](#)

H-Negotiations

- ACS employees have no contractual bargaining rights with the ACS Governing Board and/or ACS Dean as their employer. Any such DCSD administrative policies would be waived.

I-Instruction

- **Waived - [IGA - Curriculum Development](#)**
 - ACS will retain the authority to determine the educational program, learning resources, and textbooks to be used in the school. ACS will implement an educational program that includes as its basic core of instruction the Core Knowledge Sequence, Saxon Math, and McGraw-Hill Reading Program.
- **Waived – [IGA-R – Curriculum Development](#)**
 - See IGA.

[IHBA – Programs for Students with Disabilities](#)

- **Waived - [IHBD – Compensatory Education \(Title I\)](#)**
 - Not applicable. ACS does not receive Title I funds.
- **Waived - [IJ - Textbook and Instructional Materials Selection and Adoption](#)**
 - See IGA.
- **Waived - [IJ-R - Textbook and Instructional Materials Selection and Adoption](#)**
 - See IGA.

[IJA - Selection Of Controversial Learning Resources](#)

[IJA-E - Guest Speaker Permission Form](#)

[IJA-R - Selection Of Controversial Learning Resources](#)

[IJB - Instructional Use of Film Resources](#)

[IJB-R - Instructional Use of Film Resources](#)

[IJL - Library Materials Selection and Adoption](#)

[IJOA - Field Trips and Excursions](#)

[IKAB - Student Progress Reports to Parents/Guardians and Students](#)

[IKAB-R-1 - Student Progress Reports to Parents/Guardians and Students](#)

- [Waived - IKAB-R-2 - Student Progress Reports to Parents/Guardians and Students](#)
 - Not applicable to a K-8 Program.

[IKE - Promotion and Retention of Students](#)

- [Waived - IKF-2005 - Diploma and Graduation Requirements](#)
 - Not applicable to a K-8 Program.

- [Waived - IKF-R-2005 - Diploma and Graduation Requirements Beginning with Class of 2005](#)
 - Not applicable to a K-8 Program.
- [Waived - IKF - 2012 - Diploma and Graduation Requirements](#)
 - Not applicable to a K-8 Program.
- [Waived - IKF-R-1 - Beginning with Class of 2012 Diploma and Graduation Requirements](#)
 - Not applicable to a K-8 Program.
- [Waived - IKF-R-2 - Beginning with Class of 2012 Diploma and Graduation Requirements](#)
 - Not applicable to a K-8 Program.
- [Waived - IKF-R-3 - Document a minimum of twenty hours of community service while enrolled as a high school student](#)
 - Not applicable to a K-8 Program.
- [Waived - IKFA - Early Graduation](#)
 - Not applicable to a K-8 Program.
- [Waived - IMBB - Exemptions from Required Instruction](#)
 - Not applicable to a K-8 Program.
- [Waived - IMBB-R - Exemptions from Required Instruction](#)
 - Not applicable to a K-8 Program.

[IMDB – Flag Display](#)

[Students](#)

[JBA – Nondiscrimination/Non-Harassment of Students and Staff](#)

[JBB – Nondiscrimination on the Basis of Disability](#)

[JBB-R – Nondiscrimination on the Basis of Disability](#)

[JBB-R-1 – Section 504 Due Process Hearing Procedure](#)

[JBB-E-1 – Section 504/ADA Form A](#)

[JBB-E-2 – Section 504/ADA Form B](#)

[JBB-E-3 – Section 504/ADA Form C](#)

- [Waived - JC - School Attendance Areas](#)
 - Not applicable since ACS, as a charter school, is not aligned with any District attendance or administrative area.

[JCA/JFB - Assignment of Students to Schools \(And Open School Enrollment\)](#)

[JCA/JFB-R - Assignment of Students to Schools \(And Open School Enrollment\)](#)

[JCA/JFB-E - Open Enrollment Application](#)

[JEB - Entrance Age](#)

[JECBA - Admission of Foreign Students](#)

[JF - Student Admissions and Denial Of Admissions](#)

[JF-R - Procedures For Denial Of Admission](#)

[JFAB - Admission of Nonresident and Homeless Students](#)

[JFAB-R - Student Residency](#)

- [Waived - JH - Student Attendance](#)

- o ACS has its own Student Attendance Policy which is in compliance with State regulations.
- **Waived - JHA - Student Withdrawal From School/Dropouts**
 - o Not applicable to a K-8 Program.

JHCE – Medical Emergencies

JHCE-R – Responding to Receipt of a Do Not Resuscitate (DNR) Order or Cardiopulmonary Resuscitation (CPR) Directive

JHD – Exemptions from School Attendance: School Release Permits

JH/JIA – Student Rights and Responsibilities/Due Process Rights

JIC/JICDA – Student Conduct

- **Waived - JICA - Student Dress**
 - o ACS has its own Student Dress Code as approved by the ACS Governing Board.

JICB - Prevention of Bullying

- **Waived - JICC - Student Conduct on School Buses**
 - o Not applicable since ACS students do not ride the school bus to/from school.
- **Waived - JICC-R-1 - Student Conduct on School Buses (Procedural Guidelines)**
 - o Not applicable since ACS students do not ride the school bus to/from school.

JICC-R-2 - Student Conduct on School Buses (Student Safety and Rules of Conduct)

- **Waived - JICC-R-3 - Student Conduct On School Buses**
 - o Not applicable since ACS students do not ride the school bus to/from school

JICEA - Student Publications Code

JICF - Gang-Related Behaviors and Dress

JICG - Smoking and Other Uses of Tobacco by Students

JICH - Student Involvement Regarding Drugs and Alcohol

JICH-R - Student Involvement Regarding Drugs and Alcohol

JICI - Weapons in School

JICJ - Student Use of District Information Technology

JICJ-R - Student Use of District Information Technology

JIH - Searches

JIHA - Student Possession and Use of Portable Electronic Devices (Including Cellular Phones)

JJA - Student Organizations (Secondary Schools)

JJF - Student Activities Funds Management

JJI - Interscholastic Athletics

JK - Student Discipline

JKA - Corporal Punishment/Use of Reasonable Restraint by Employees

JKC - Discipline of Habitually Disruptive Students

JKC-R - Discipline of Habitually Disruptive Students

JKD/JKE - Student Suspension, Expulsion, and Classroom Removal

JKD/JKE-R - Student Suspension, Expulsion, and Classroom Removal

JLCC - Communicable Diseases and Long-Term Illnesses

JLCD - Administering Medicines to Students

JLCD-E-1 - Student Medication Request and Release Agreement

JLCD-E-2 - School Medication Record

JLCD-E-3 - Permission to Carry/Self-Administer Medication

JLCD-E-4 - Contract to Carry/Self-Administer Medication should be added

JLDA - Student Psychological Services

JLDA-R - Student Psychological Services

JLDAC - Screening/Testing of Students

JLF - Reporting Child Abuse

JLF-R - Reporting Child Abuse

- **Waived- JQ - Student Fees**
 - ACS Dean and Governing Board retains the right to create its own Student Fees
- **Waived- JQ-R - Student Fees**
 - ACS Dean and Governing Board retains the right to create its own Student Fees
- **Waived- JQ-E - Student Fees**
 - ACS Dean and Governing Board retains the right to create its own Student Fees

JRA/JRC - Student Education Records

JRA-R/JRC-R - Student Records

JRA/JRC-E-1 - Authorization to Release Student Records

K-School and Community Relations

- **Waived - KBA - District Title I Parent Involvement Policy**
 - Not applicable. ACS is not a Title I school.

KE - Public Complaints

KEC - Public Complaints About Learning Resources

KEC-R - Public Complaints About Learning Resources

KEC-E - Citizen's Request for Reconsideration of Learning Resources

KEE - Nondiscrimination of the Public on the Basis of Disability

KEE-R - Nondiscrimination of the Public on the Basis of Disability

KEE-E-1 - Section 504/ADA Form A

KEE-E-2 - Section 504/ADA Form B

KEE-E-3 - Section 504/ADA Form C

- **Waived - KF - Community Use of School Facilities**
 - ACS retains the right to create its own Community Use Policy.
- **Waived - KF-R-1 - Community Use of School Facilities Administrative Procedures and Regulations**
 - ACS retains the right to create its own Community Use Policy including fee structure for use.

KF-E - Agreement for Non-School Use of School Facilities

KFA - Use of School Facilities for Telecommunications Equipment

KFAA - Public Conduct On School Property

KHB - Advertising In the School District/Revenue Enhancement

KHB-R - Advertising in the School District/Revenue Enhancement

KHC - Distribution/Posting of School-Related Materials

KI - Visitors to the Schools

KI-R - Visitors and Volunteers In the Schools

L-Education Agency Relations

LBD - Charter Schools

(See next page)

Board File: LBD

CHARTER SCHOOLS

The Douglas County School District RE. 1 believes and supports educating the whole child. Our Vision, set by our Board of Education, is to help students acquire the knowledge and abilities to be responsible citizens who contribute to society. This vision is supported through promoting the acquisition of knowledge, the development of skills for learning, the understanding of ideals and values, and the enhancement of individual potential.

Douglas County School District Re. 1 offers several alternative school options, which provide for a broad range of educational needs and instructional focus within the school system.

Douglas County School District Re. 1 believes/supports student learning through a myriad of educational options. In following established legislative provisions under the Colorado State Charter Schools Act (Sections 22-30.5-101 -102 et. seq., C.R.S. signed into law in 1993), we are committed to engaging our community in decision making with the latitude to create a public school using innovative teaching and curriculum independent of that taught in traditional/neighborhood public schools.

A charter school shall be a public, nonsectarian, nonreligious, non-home-based school, subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry or need for special education services which operates within Douglas County School District Re. 1 and is accountable to the Board of Education. A district charter school has standing to sue and be sued in its own name for the enforcement of any contract it is authorized by law to enter into. Enrollment in a charter school shall be open to any child who resides within the Douglas County School District or in contiguous school districts and who meets the criteria in the district charter application. The majority of the district charter school's students must reside in the school district or in contiguous school districts. A charter school shall not charge tuition except as otherwise provided by law.

A charter school proposal requires a written agreement between the charter school authors/organizers and Douglas County School District Re. 1, and must be authorized and approved by the Board of Education. Douglas County School District Re. 1 will follow a fair and consistent charter school proposal process. Establishing/monitoring/managing this process will be the responsibility of the Superintendent or designee.

Adopted: June 3, 2008

LEGAL REF.:

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

C.R.S. 222-32-24 (*Pursuant to section 104 of the Charter School Act, all Decisions regarding the planning, siting, and inspection of charter schools shall be made in accordance with the same statute that applies to school districts*)

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

CROSS REF.:

LBD -R-1 Charter School Application Process 4-3-08

LBD -R-2 Charter School Application Contents 4-3-08

Douglas County School District Re. 1

Attachment: Waivers of State Laws- Academy Charter School Rationale for Request for Waiver from Colorado Statute and Rule

School Name: Academy Charter School
School Address: 1551 Prairie Hawk Dr., Castle Rock, CO 80109

Charter School Contact and

Prepared by: Yvette Brown
303-660-4881
brownny@academycharter.org

District Contact: Thomas McMillen
Thomas.mcmillen@dcsdk12.org

Waivers: Statute Description and Rationale

**C.R.S. 22-9-106 Local Board of Education-Duties-Performance Evaluation System
C.R.S. 22-2-112(1)(q)(l) Commissioner-Duties**

These statutes allow a charter school to implement their own performance evaluations and not to have to report those evaluation ratings.

Rationale: Academy Charter School or designated head of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. Additionally, Academy Charter will not be required to report their teacher evaluation ratings as part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(l).

Replacement Plan: Academy Charter School uses its own evaluation system as agreed to in the Charter School Agreement with Douglas County School District. Academy Charter School's evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in this evaluation system and the methods used for Academy Charter School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Academy Charter School will not be required to report their teacher evaluation data through the TSDL collection, however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development decisions.

Duration of the Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: None

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

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

Replacement Plan: ACS will use their own terms and conditions concerning competitive bidding.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

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

**C.R.S. §22-32-109 (1)(f). Local board duties concerning selection of personnel and pay
Automatic Waiver**

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

Replacement Plan: All ACS staff will receive an Offer of Employment Letter and a copy of the ACS Employee Handbook, which details the procedures and policies that will govern their employment at ACS. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood ACS employment policies. These policies will meet or exceed state requirements.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

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

C.R.S. §22-32-109 (1)(n)(I).Local board duties concerning school calendar.

C.R.S. §22-32-109 (1)(n)(II)(B). Adopt district calendar

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

Replacement Plan: ACS Administration will develop a calendar that will be approved by the ACS Governing Board. ACS will meet or exceed state requirements of instructional hours and/or days for students and staff.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: None

C.R.S. §22-32-109 (1)(t). Board of Education-Specific Duties, grants board of education authority to determine the educational programs to be carried on in schools of the district and to prescribe textbooks.

Automatic Waiver

Rationale: The original ACS Charter Document that was approved by the DCSD Board of Education provides authorization for ACS to use the Core Knowledge curriculum for all academic programs. We are not, nor have been subject to the curriculum requirements of other DCSD neighborhood schools and we wish to maintain our independent decision-making rights.

Replacement Plan: ACS will follow the Core Knowledge scope and sequence framework document as developed by the Core Knowledge Foundation. Select curriculum will be used within this framework to ensure that ACS is meeting or exceeding state requirements regarding state standards or Common Core Standards.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: None

C.R.S. §22-32-110 (1)(h). Local board powers concerning employment termination of school personnel

C.R.S. §22-32-110 (1)(l). Local board duties-Reimburse employees for expenses

C.R.S. §22-32-110 (1)(j). Local board powers-Procure life, health, or accident insurance

C.R.S. §22-32-110 (1)(ee). Local board powers-Employ teachers' aides and other non-certified personnel

Automatic Waivers

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

Replacement Plan: All ACS staff will receive an Offer of Employment Letter and a copy of the ACS Employee Handbook, which details the procedures and policies that will govern their employment at ACS. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood ACS employment policies. These policies will meet or exceed state requirements.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

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

C.R.S. §22-32-126. Employment and authority of principals

Automatic Waiver

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

Replacement Plan: The dean (principal) will receive an Offer of Employment Letter and a copy of the ACS Employee Handbook, which details the procedures and policies that

will govern their employment at ACS. Each dean (principal) will sign an Employee Statement of Acknowledgement that states that they have read and understood ACS employment policies. These policies will meet or exceed state requirements.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

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

**C.R.S. §22-63-201. Teacher employment, compensation and dismissal act of 1990;
Employment – License Required – Exception**

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

Replacement Plan: All ACS staff will receive an Offer of Employment Letter and a copy of the ACS Employee Handbook, which details the procedures and policies that will govern their employment at ACS. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood ACS employment policies. These policies will meet or exceed state requirements, including a requirement that teachers demonstrate that they are "in field", defined as follows: A teacher is "in-field" if she or he meets at least one of the following criteria: 1) Holds a BA or higher in the relevant subject area; 2) Has completed 36 semester credit hours in the subject matter to be taught; or 3) has a passing score on a State Board approved content exam in the relevant subject area.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

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

C.R.S. §22-63-202. Teacher employment, compensation and dismissal act of 1990; contracts in writing – duration – damage provision

C.R.S. §22-63-203. Teacher employment, compensation and dismissal act of 1990; probationary teachers – renewal and nonrenewal of employment contract

C.R.S. §22-63-206. Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation

Rationale: Academy Charter School should be granted the authority to develop its own employment offer letters and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Academy Charter School should be granted the authority under the Charter School Agreement to select its own teachers. The authorizer should not have the authority to transfer its teachers into the charter school or transfer teachers from the charter school to any other schools, except as provided for in the Charter School Agreement. ACS Administration will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own training. Therefore ACS requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the ACS Dean and Governing Board. The financial success of ACS depends in large part to its ability to select, employ, pay, train, and direct its own staff. All ACS staff will be employed on an at-will basis.

Replacement Plan: All ACS staff will receive an Offer of Employment Letter and a copy of the ACS Employee Handbook, which details the procedures and policies that will govern their employment at ACS. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood ACS employment policies. These policies will meet or exceed state requirements. Offer letters are submitted to staff at the time of their employment. The charter school has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

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

C.R.S. §22-63-301. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal

C.R.S. §22-63-302. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review

C.R.S. §22-63-401. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule

C.R.S. §22-63-402. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers

C.R.S. §22-63-403. Teacher employment, compensation and dismissal act of 1990; payment of salaries.

Automatic Waivers

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

Replacement Plan: All ACS staff will receive an Offer of Employment Letter and a copy of the ACS Employee Handbook, which details the procedures and policies that will govern their employment at ACS. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood ACS employment policies. These policies will meet or exceed state requirements.

Duration of Waiver: ACS request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

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

State Statute 22-7-1014(2)(a) which requires each district to administer the school readiness assessment to each student.

Rationale: Academy Charter School should have the sole authority to implement relevant curriculum and assessments that ensure students' success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are being assessed daily through the use of existing curriculum, and assessments. Support is readily available through numerous avenues based throughout the program.

Replacement Plan: Academy Charter School has a Kindergarten program that offers both full day and half day option for our parents. Our Kindergarten programs utilize the Core Knowledge curriculum in addition to the Common Core/State Standards. This curriculum ensures that our program meets or exceeds Common Core/State Standards.

1. **Physical well-being and motor development:**
 - a. Students participate weekly in a structured physical education class, meeting or exceeding state standards. Students are assessed on motor-development skills acquired throughout the year. In addition, students participate in recess two times per day on a playground designed to focus on targeted muscle groups and coordination skills. Students will be assessed throughout the year in regards to motor development.
 - b. Students participate in weekly Art Education, meeting or exceeding state standards. Development of fine motor skills is achieved through drawing, painting, and creating art projects. Students are assessed throughout each trimester.
 - c. Students participate in weekly Music Education, meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout each trimester.
 - d. Students participate in weekly Technology Education, meeting or exceeding NETS-S (National Educational Technology Standards for Students). Students learn keyboarding skills, basic operations and concepts, productivity tools, communication tools, and research tools. Students are assessed throughout each trimester.
 - e. Assessment information is gathered by observation protocols, written assessments, and/or checklists based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.

2. **Social-emotional development**
 - a. The counseling department's mission is to create and sustain an effective comprehensive counseling and guidance program which addresses each students' social/emotional and academic needs. Services include group and individual counseling, academic support, classroom guidance, crisis intervention, career and college planning and student and family advocacy. The goal of Academy Charter School is to help students become lifelong learners and responsible productive citizens by promoting their personal growth and academic development.
 - b. At ACS we believe in catering to the whole student, not just their academics. Each year we bring in character education programs such as Core Virtues, Rachel's Challenge, Challenge Day, etc. that teach our students the value of empathy,

kindness and compassion. Our goal is to create an environment where students feel safe, loved and appreciated.

- c. At Academy Charter school all teachers and staff go through the 9 essential skills training of Teaching with Love and Logic®.
 - d. Love and Logic® is a method of working with students which was developed by educational expert Jim Fay, child psychiatrist Foster W. Cline, M.D. and Charles Fay, Ph.D. Love and Logic has many tools for educators, principals and districts that promote healthy parent/teacher and teacher/student relationships and positive school wide discipline.
 - e. Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.
3. Language and comprehension development (based on State Standards)
- a. The elementary level Reading/Language Arts instruction utilizes the McGraw-Hill Wonders Language Arts program for comprehension and reading skills development, emphasizing the five components of reading-phonics, phonemic awareness, fluency, vocabulary, and comprehension in the elementary grades and higher level thinking skills in grades 4-5 as well. Reading is a scheduled block period of grades K-5 allowing for both individual and small group instruction based upon individual reading levels. Grade level reading skills and content are further supplemented through Core Knowledge literature selections as outlined in the scope and sequence for grades K-8. Use of Instructional Assistants allows for smaller groups, further reducing student/teacher ratios. Informal and formal assessments are administered on a weekly basis.
 - b. At the beginning of each school year, students in grades K-8 will be given the MAPS test in order to establish a baseline for student growth. This data will be disaggregated and analyzed throughout the school year as well as throughout the student's years of attendance at ACS. Students will be tested in Reading, Math, Science and Language Usage. Data from these tests will assist teachers in planning their lessons in order to meet student needs and goals. Students will be reassessed in December as well as in late April, in order to determine overall growth.
 - c. Dynamic Indicators of Basic Early Literacy Skills (DIBELS) is administered three times per year. Any student who does not meet benchmark cuts scores will be progress monitored every seven to ten days to note growth and progress. If the student scores below the cut score, the student is placed on a READ plan and given additional interventions and the DIBELS Deep Diagnostic to further identify the area of need/deficit. Reading Specialist support is given to all students who fall below grade level based on these assessments.
4. Cognition and general knowledge (based on State Standards)
- a. Students receive 60 minutes of math instruction using Saxon Math curriculum. This curriculum is based on the common core/state standards for math. Assessment is given every 5 days, 10 days, and 20 days to monitor progress. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need.
 - i. Students are assessed, grouped and regrouped according to their individual math levels allowing students to work at, above, or below grade level. Saxon Math is taught in all grade levels K-8.

- b. Science – Academy Charter School utilizes the FOSS program for science instruction. Kindergarten students are instructed on various topics including: Plants, Animals Two by Two, Wood and Paper, Taking Care of the Earth.
 - i. The FOSS program is correlated to human cognitive development. The activities are matched to the way students think at different times in their lives.
 - ii. FOSS investigations are at an appropriate level for the cognitive abilities of students at each grade level.
- c. History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and globe students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans and North and South Pole.); an overview of the seven continents; Native American Peoples, Past and Present; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independent Day), Presidents, Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt, and current United States President), and symbols and Figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House). Assessments are given regularly to monitor progress.
- d. Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Multiple assessments are used to determine prior knowledge and define the nature of future instruction. Assessments include teacher observations, teacher made tests, formal assessments, informal assessments, standardized tests, evaluation of regular assignments and student projects. Student work, report cards and standardized-normed and criterion referenced tests will create a Body of Evidence designed to verify student growth over time and to prove that each student is meeting District and State Standards

Any student not making adequate growth in any of the above areas receive MTSS (Multi-Tiered Systems of Support) strategies in small groups or 1:1 instruction. These intervention plans are developed with the supporting documentation. The information includes results of formal assessments, informal assessments and developmental checklists.

If students do not respond with adequate growth following these intervention strategies they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher; Counselor or Mental Health Therapist for further assessment. These assessment results are held in Infinite Campus.

Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014(2)(a).

Duration of the Waiver: Academy Charter School request that the waiver be for the duration of its contract with Douglas County School District. Therefore, the waiver is requested until June 30, 2023.

Financial Impact: Academy Charter School anticipates that the requested waiver will have no financial impact upon Douglas County School District or Academy Charter School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Academy Charter School's curriculum and the overall program design.

Expected Outcomes: Academy Charter School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.