



July 1, 2021 – June 30, 2023

HOPE ONLINE LEARNING ACADEMY CO-OP
Charter School
Contract

*Approved by Douglas County School District's Board of Education
on _____*

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**CHARTER SCHOOL CONTRACT
HOPE ONLINE LEARNING ACADEMY CO-OP**

This Charter School Contract (“Contract”) is made and entered into on the dates identified below by and between **Douglas County School District RE-1** (the “District”) and **HOPE Online Learning Academy Co-Op** a public charter school organized as a Colorado non-profit corporation (referred to herein as the “School” or “HOPE”) (collectively, the “Parties”).

RECITALS

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

WHEREAS, on or before September 1, 2020, a renewal application was submitted by School asking the District to renew its charter contract; and

WHEREAS, on January 19, 2021, the District Board of Education (“District Board”) adopted a resolution approving the School’s charter school renewal for a term of two (2) years (the “Resolution”, attached hereto and incorporated by reference herein as **Attachment 1**).

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

SECTION ONE: ESTABLISHMENT OF SCHOOL

1.1 Term; Conditions for School to Request Three-Year Extension.

- A. This Contract is effective as of July 1, 2021, and shall continue through June 30, 2023. Although this Contract renews the operation of the School for an additional period of two (2) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. A School Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal of the application.
- B. If School earns a rating of Meets Criteria on all indicators in the following sections of the DCSD Choice Programming Site Visit Report: Educational Program, Personnel, Safety & Security, School Governance, and Operations after the successful completion of an intensive school audit conducted by DCSD Choice Programming Office no later than May 1, 2022, then the School may request a three-year extension, through June 30, 2026, of the term of its charter and charter contract, which the Board of Education shall consider at a meeting held on or before June 30,

2022. The Board of Education's approval of the School's request shall not be unreasonably withheld.

- C. If School does not earn a rating of Meets Criteria on all indicators in the following sections of the DCSD Choice Programming Site Visit Report: Educational Program, Personnel, Safety & Security, School Governance, and Operations after the successful completion of an intensive school audit conducted by DCSD Choice Programming no later than May 1, 2022, School shall submit a plan for improvement as applicable to any identified deficiency and shall be provided time to make improvement(s), such occurrence shall not in any way prohibit School from submitting an application for renewal prior to September 1, 2022 consistent with the District's typical renewal process applicable to all Charter Schools.

1.2 Charter School Corporate Status.

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

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

items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.

- E. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization including any education management provider whose services are retained by the School as well as other charter schools who retain the services of the same education management provider.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to all applicable federal and state laws and regulations, District policies and regulations including the requirements of the Douglas County School District Charter School Procedure Manual attached as **Attachment 13**, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to, the following:
 - i. School records, including but not limited to, student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence criminal background checks have been conducted;
 - v. School operations, including health, safety and occupancy requirements;
 - vi. Inspection of the facility or facilities; and
 - vii. Board minutes, meeting notices, agendas, other records, and communications.

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to work product exception relating to negotiations with the District.

The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools,

visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made within ten (10) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, SPF, accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 6.3 of this Contract.
- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable state or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

2.2 School Rights and Responsibilities.

- A. Expected Performance Ratings. The School must receive a rating of Improvement or Performance at all levels (middle and high school) in its framework results and shall be subject to revocation in accordance with this Charter Contract and applicable law for failure to attain such results.
- B. Records. The School agrees to comply with all federal, state, and District record keeping and reporting requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The School's obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be reported online in accordance with the Financial Transparency Act and any other federal and state laws addressing financial transparency and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.
- C. Notification Provided to the District.
 - i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
 - a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or
 - b) Any complaints filed against the School by any governmental agency including, but not limited to OCR, CCRD, and EEOC.
 - ii. Immediate Notice. The School shall immediately notify the District of any of the following:
 - a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;
 - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;

- c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7 and other relevant laws as required.
 - d) Misappropriation of funds;
 - e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
 - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.
- D. Compliance. The School shall comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 4.5. A list of some but not all, of the federal and state laws with which the School must comply are listed in **Attachment 2**. Lack of inclusion in **Attachment 2** does not excuse noncompliance or non-performance by the School.
- E. Satisfaction Surveys. The School shall conduct regular staff, parent, and student satisfaction surveys and shall share de-identified, aggregated results with the School Community and the District's Choice Programming Office.
- F. Strategic Planning. The School shall undergo yearly strategic planning and shall hold yearly strategic planning sessions(s) to update the School's Strategic plan which shall be shared with the District's Choice Programming Office and parents of students enrolled in the School.
- G. Compliance with State Board of Education's Order[s]. The School shall comply with the Pathways Proposal adopted by the State Board of Education's Order Concerning the School's Pathways Proposal and any subsequent orders issued by the State Board of Education and concerning the School.
- H. Reports. The School shall provide to the District in a timely manner any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) calendar days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.H. If any date identified in this Section and its Subsections falls on a Saturday, Sunday or a legal holiday, the report shall be due on the next following business day.

- i. Reports Related to Accreditation. The School shall provide the District the following information: (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; and (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.
- ii. Reports of Cohort Student Retention Data. The School shall provide the District annual cohort student retention data by learning center to the Choice Programming Office no later than December 31 of each year.
- iii. Reports of Disaggregated Achievement and Growth Data by Learning Center. The School shall provide annual disaggregated achievement and growth data by learning center to the Choice Programming Office no later than June 30 for local achievement and growth data or sixty (60) days after the data is released to HOPE by the District, whichever date is later for each year of this Charter Contract.
- iv. Financial Reports. School shall submit required financial reports and enrollment projections as indicated in the timeline below and as otherwise required by this Contract or applicable law. Required financial reports shall be submitted in a format requested by District and in accordance with C.R.S. §§ 22-44-301 *et. seq.*
 - a) Proposed balanced budget for the following school year on or before April 15 per Section 7.3.
 - b) Projected enrollment for the following school year on or before November 1 (for District planning purposes).
 - c) Projected enrollment for the following school year on or before March 15 per Section 7.4 (for funding purposes).
 - d) Revised budget for the present school year on or before December 15.
 - e) Final revised budget for the current school year on or before May 15.
 - f) Adopted budget for the following school year on or before May 30.
 - g) Quarterly and Year-End financial reporting: In accordance with Section 7.8, School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b), and post required reports pursuant to C.R.S. §§ 22-44-301 *et seq.* Such reports shall be submitted to the District on or before the following dates:
 - a. 1st Quarter by October 31;
 - b. 2nd Quarter by January 31;

- c. 3rd Quarter by April 30; and
- d. 4th Quarter by August 30.

An unaudited year-end financial report shall be submitted by August 30. Any other year-end reports shall be submitted upon request.

- h) Reporting of Audit: Annual audit drafts are due by October 15 and final copies on or before October 31. Audit information includes an audit performed by a Certified Public Accountant, CDE data pipeline file, and CDE Assurances for Financial Accreditation.
- v. School Calendar. The School shall provide the school calendar for the following school year on or before October 1.
- vi. Health and Safety Information. The following information shall be reported, including:
 - a) an updated monthly report of fire and safety drills for the current school year pursuant to the School's Emergency Drills Summary on or before the last day of each month;
 - b) a report of previous year's fire and other safety drills shall be submitted by August 1;
 - c) updated emergency plans, emergency contact information, etc. to be submitted by September 1, and within seven (7) business days of any revisions thereafter..
- vii. Safe School Plan. The School shall comply with the Colorado Safe Schools Act, including C.R.S. § 22-32-109.1 and shall comply with District policy addressing safe schools, including Policy No. ADD, unless otherwise waived, and complete the required information annually by August 31 of each school year. The School shall submit the information to the District's Director of Security and the District's Choice Programming Office. The District will be responsible for communicating the information to local responders.
- viii. Governance Information. The School shall provide the following information to the District's Choice Programming Office before the dates, identified below:
 - a) Charter Board membership (i.e., names/contact info, terms) - August 15;
 - b) Charter Board member conflict of interest disclosures – August 15
 - c) Current Bylaws – within ten (10) business days after any material changes, and
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
- ix. Insurance Certification. The School shall annually provide insurance certification to the District's Choice Programming Office by August 15 for each year of the Contract's term.
- I. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to

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

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

- K. District-School Dispute Resolution Procedures.

In the event any dispute arises between the District and the School concerning this Contract, and is not subject to immediate appeal to the State Board of Education (the "State Board"), including but not limited to the implementation of or waiver from any District policies, regulations or procedures, such dispute shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

- i. The School and the District agree that the existence and details of a dispute notwithstanding, both Parties shall continue their performance hereunder without delay except for any performance which may be directly affected by such dispute.
- ii. Either party shall notify the other party that a dispute exists between them within 30 (thirty) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and Section of the Agreement that is in dispute and the grounds for the position that such article and Section is in dispute. The matter shall be immediately submitted to the Head of the School and the Superintendent of the School District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- iii. In the event these representatives are unable to resolve the dispute informally, then within thirty (30) days after the date of notification by one to the other of the existence of a dispute, the matter may be submitted to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following the moving party's written request for mediation. If the parties are unable to agree upon a mediator within that time, the Parties shall jointly obtain a list of available mediators from the Judicial Arbitrator Group, Denver, Colorado and have it delivered to the non-moving party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The

remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.

- iv. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the District Board shall be final; provided, however, that the School may appeal to the State Board concerning those matters within the State Board's jurisdiction in accordance with governing law.
- L. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.
- i. Withholding Funds. The District may withhold a portion of the School's monthly payment for failure to comply with the financial reporting requirements set forth in this Contract as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). The District may withhold such funds only until such time as the School complies with the financial reporting requirements. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).
 - ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

- iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from a provider if the School is required to prepare and implement a priority improvement plan or turnaround plan. If the School has an education management provider, the School shall seek technical assistance from a provider other than the School’s education management provider.
 - iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.
- M. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in the following process:
- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
 - ii. The District shall give the School a reasonable opportunity to contest the District’s determination that a breach has occurred. In a non-emergency situation, this means the Lead Administrator or his designee shall be given an opportunity to meet with the Superintendent or his designee to discuss the notice within five (5) business days.
 - iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.H (i) through (iv).
- N. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.G, file an appeal with the State Board, or seek other remedies provided by law.
- O. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

SECTION THREE: SCHOOL GOVERNANCE

3.1 Governance.

The School’s Articles of Incorporation and Bylaws shall not conflict with the School’s obligation to operate in a manner consistent with this Contract. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 2.2.F of this Contract. As used herein, a “material modification” shall include a modification that significantly

increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

3.2 Corporate Purpose.

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

3.3 Strategic Planning.

The School shall undergo yearly strategic planning and shall hold yearly strategic planning sessions(s) to update the School's Strategic plan which shall be shared with the District's Choice Programming Office and parents of students enrolled in the School.

3.4 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes, Charter School's School Accountability Committee meeting agendas and minutes, and related documents readily available for public inspection including posting of such information on the School's Website. The School shall also post on its website in a timely manner information about Charter Board members, Charter Board meetings, financial information and audits, relevant School documents, the School's process for resolving public complaints, and other information that may be of interest to students, parents, and community members. The School shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy including a policy to avoid conflicts of interest between the School and any education management provider whose services are retained by the School.

3.5 Complaints.

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

3.6 Contracting for Educational Services.

Unless approved by the District in writing, which approval shall not be unreasonably withheld, the School shall not enter into a contract or subcontract for the management or administration of its instructional program or services, including special education and related services. If the School desires to enter into a contract or subcontract for the management or administration of its instructional program or services, then at a minimum, such contract or subcontract shall satisfy the requirements set forth in **Attachment 4**. If the School fails to comply with this Section, it shall be a material breach of the Contract.

3.7 Contracting for Operational and Administrative Services.

- A. Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The School will adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case by case basis as requested by the School.
- B. The District acknowledges that the School may contract with a charter school management consultant for the operational and administrative services. This Contract and the District's obligations hereunder are conditioned upon School developing an agreement with such charter school management consultant that satisfies the requirements set forth in **Attachment 4**. If School fails to comply with this provision, it shall be a material breach of the Contract.

3.8 Volunteer Requirements.

Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. A copy of the School's volunteer policy and any changes thereto shall be provided to the District.

3.9 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with state law and District policies and regulations regarding ethics and conflict of interest. Subject to approval of the District as applicable, if the School enters into a contract with a charter school management consultant, then School acknowledges and agrees that its board members shall not be employed by such consultant or such consultant's affiliate and shall not be employed with another charter school who retains the services of such consultant.

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 Operational Powers.

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

4.2 Evaluations and Trainings.

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator at least annually.
- B. Employee Evaluations. The Lead Administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with the School's personnel policies.
- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further Charter Board members will satisfactorily complete the online charter school governing board training modules recommended by the Department, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report Compiled by the District.

4.3 Transportation and Food Services.

- A. Transportation. The District and the School acknowledge and agree that transportation is not provided to students attending the School by the District, unless separately arranged by contract with the District. The School shall be responsible for providing transportation services, if any, to students attending the School. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services.
- B. Food Services. HOPE is recognized as its own School Food Authority as defined by Colorado law and as such shall comply with applicable federal and state laws and regulations.

4.4 Insurance.

The School shall purchase insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate, consisting of comprehensive general liability

insurance, errors and omissions liability insurance (school entity liability insurance), and such other insurance as identified below which identifies the minimum coverages for the current school year:

Comprehensive general liability - \$2,000,000 Per Occurrence/\$5,000,000 Annual Aggregate.

Sexual Molestation - \$5,000,000.

Officers, directors and employees errors and omissions - \$2,000,000.

Cyber, internet, security insurance -- \$1,000,000

Property insurance - As required by landlord.

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

Crime coverage: \$100,000.

Bonding (if appropriate):

Minimum amounts: \$25,000.

Maximum amounts: \$100,000.

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

The District shall provide at least sixty (60) days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District.

The School shall provide certificates of insurance to the District's Risk Manager by August 15 annually. An endorsement and waiver of subrogation as noted below shall be provided to the District's Risk Manager:

- Endorsement: These insurance policies shall name the Douglas County School District RE-1, its officers, directors, board of education, and employees as additional insureds and shall provide for written notice to District before cancellation or non-renewal of such insurance.
- Waiver of Subrogation: A waiver of subrogation must be included as an attached endorsement for the following policies, as applicable: commercial general liability, automobile, workers' compensation, and sexual abuse or molestation.

All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, sent to the School and the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) calendar days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, to the Colorado Department of Education, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule. The list in effect as of the Effective Date is attached in **Attachment 5**.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.
- iii. Procedures for Non-automatic Waiver Requests. If School complies with the timely provision of the School's rationale in support of waiver request from state laws and regulations, then District Board agrees to jointly request waiver of the state laws and regulations that are listed in **Attachment 6**. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. State Board approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District Policies.

- i. Applicable Waivers Pending District's Comprehensive Policy Review and Update. District and School agree that waivers currently in place, attached at **Attachment 7**, shall be carried over and enforced during the period of time when District undertakes a comprehensive policy

review, should such comprehensive policy review be incomplete as of the date Parties have entered into this agreement. Notice of District board governance and district policy additions and policy revisions to be considered by School for waivers will be provided by District to School indicating that School will be provided with an opportunity to consider the waivers consistent with the process below. After receipt of notice from the District of those board governance and district policy additions and revisions to be considered by School for waivers, School agrees to submit a request for waivers of District policy within sixty (60) calendar days thereafter. Upon receipt of such request, the District shall have sixty (60) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have sixty (60) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required. The list of waivers of District policy following completion of this process following the District's comprehensive Board review shall be attached to this agreement as **Attachment 8**.

ii. Additional Waivers. To the extent additional waivers are granted or waivers are otherwise amended, they shall be attached to this Contract at **Attachment 8** which shall be amended to reflect the additional waiver and its effective date.

iii. Subsequent Waiver Requests. The School may request additional waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

iv. Waiver Requests After Policy Adoption or Revision by District. To the extent that District adopts a new District policy and/or revises District policy after completion of its comprehensive policy review discussed at Subsection 4.5.B.i. above, notice shall be provided to the Charter School within ten (10) business days after final District Board action. The School may request a waiver to such new policy or revised District policy within thirty (30) calendar days after the date notice was given to the School. The District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for

waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

4.6 Bidding Requirements.

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

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may serve students in grades 6 through 12.

5.2 Student Demographics.

As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who can reasonably access the HOPE Educational Program. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the "at risk" grades 6-12 student population in the community it serves. The Parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 9**.

5.3 Maximum and Minimum Enrollment.

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

5.4 Eligibility for Enrollment.

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

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

- A. It is agreed that enrollment preferences and selection methods are left to the discretion of the School so long as School complies with requirements of state and federal law, including allowance for equal educational opportunities. Enrollment preferences, selection method, timeline, and procedures are described in **Attachment 9**.

- B. School agrees to adhere to District open enrollment timelines and procedures as described in **Attachment 10**.

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities

- A. The School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students.
- B. Following receipt of an application for enrollment and, if applicable, success in any lottery or similar process, the School shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.* (“IDEA”) or an individual with a disability under Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and/or the Americans with Disabilities Act (“ADA”). If so, the School shall obtain a copy of the student’s individualized education program (“IEP”) or Section 504 plan.
- C. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.
- D. After receipt by School of the student’s IEP, the School’s multidisciplinary IEP Team shall review the IEP to determine whether the student can be appropriately served at the School.
 - 1. Consistent with the requirements of the Individuals With Disabilities Education Act (IDEA), the Americans With Disabilities Act (ADA), Section 504 of the Rehabilitation Act (Section 504), and applicable state law and implementing regulations, School agrees that it should be able to serve the student and the student should be enrolled at the School if the student’s placement as identified in the IEP under review is “moderate needs” or comparable.
 - 2. Consistent with the requirements of IDEA, the ADA, Section 504, and applicable state law and implementing regulations, if the student’s placement as identified in the IEP under review is a “center-based” program or a separate school, the student’s attendance at the School is contingent upon the determination by the multidisciplinary IEP team that the student can receive a free appropriate public education in the least restrictive environment at the School.
 - 3. If the determination of the multidisciplinary IEP team is that a free appropriate public education cannot be provided at the School, the student’s attendance shall be denied and the district of residence shall be responsible to place the student in another public school to enable the student to receive a free appropriate public education in the least restrictive environment.

- E. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.
- F. An application for attendance at School may be denied for a student with disabilities in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and in any other Colorado school district or 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 school district. Payment by the School to the school district, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools 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.

5.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. Once accepted for enrollment, a student may reenroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement After October 1.

After October 1, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with applicable law and District policy.

5.10 Expulsion and Denial of Admission.

The School agrees that it shall comply with all District policies/regulations concerning student attendance, standards of conduct and discipline, unless and until the School adopts its own written policies in

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

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

5.11 Continuing Enrollment.

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

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Vision.

HOPE's Vision for Students: At HOPE you: Belong, Believe, Become.

Belong: When you enter one of HOPE's learning centers, you belong as a member of the HOPE family. As a HOPE student, you will create relationships with community-based mentors, licensed teachers, and your peers that will last a lifetime. In our culture of community, achievement, and growth, we believe everyone belongs.

Believe: As a HOPE student, you'll have access to the tools and resources you need to believe in yourself and your future. You'll gain hands-on learning experiences through field trips and community service

projects, where you can discover your passions and think outside of the box. You'll be surrounded by people who believe in you, too.

Become: Finding the path that's right for you after you graduate from HOPE is what we all work toward. Whether you choose college, career, or apprenticeship, you'll be prepared with the experiences, knowledge, and confidence to become the person you want to be.

6.2 Mission.

HOPE's Mission: HOPE students matter. At HOPE, students achieve more than they ever thought possible. Through a small, community-driven, diverse learning environment, students gain the knowledge and skills to become leaders in their community.

6.3 Goals, Objectives, and Pupil Performance Standards.

The School shall receive a rating of Improvement or Performance at middle and high school levels in its framework results and shall be subject to revocation in accordance with this Charter Contract and applicable law for failure to attain such results.

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

- A. Accreditation. The School shall be accredited in accordance with written District guidelines and state law. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §§ 22-7-101 *et seq.*; the Education Reform Act, C.R.S. §§ 22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §§ 22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §§ 22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.
- B. Identification for Support and Improvement Under ESSA. If the School has been identified or targeted for support and improvement, they must promptly address the areas identified as deficient.
- C. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required to by state or federal law.

Finance, governance, and operations indicators may be incorporated into accreditation indicators in B above. If these indicators are addressed independent of accreditation, the language in Section 2.2.B will need to be modified.

- D. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.
- E. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response and laws governing incidents of school violence under C.R.S. § 24-10-106.3, and any state regulations governing the operation of school facilities.
- F. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined by law, including in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Contract.

6.4 Educational Program Characteristics.

The School shall implement and maintain the following components within its educational program, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed:

- Standards that meet or exceed Colorado Academic Standards
- Community Partnerships
- Parent Engagement
- Multi-tiered System of Support

6.5 GED and On-Line Programs.

The School's educational program as contained in the application and currently operated and as reviewed by the District includes both a GED and an on-line program pursuant to C.R.S. §§ 22-30.7-101 *et seq.*, and the School is accordingly authorized to offer such GED or on-line programs to its students.

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

- A. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or

exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

6.7 Tuition and Fees.

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2) and C.R.S. § 22-54-109, other than for PRE-K, full-day kindergarten programs, before and after school programs or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. § 22-32-110(1)(o) & (p) and C.R.S. § 22-32-117.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

6.8 English Language Learners

The School shall provide resources and support to English language learners to ensure that English language learners are given meaningful access to grade level content, acquire proficiency in English, and achieve grade level standards. The School shall follow the District's procedures for identifying, assessing, monitoring and exiting English language learners.

6.9 Education of Students with Disabilities.

- A. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.
- B. Consistent with the requirements of IDEA, the ADA, Section 504, and applicable state law and implementing regulations, School shall provide special education services to students eligible for special education services under the Individuals with Disabilities Education Act (IDEA) whose special education placement as identified in the IEP is "moderate needs" or comparable.
- C. Consistent with the requirements of IDEA, the ADA, Section 504, and applicable state law and implementing regulations, if the student's placement as identified in the IEP under review is a "center-based" program or a separate school, the student's attendance at the School is contingent upon the determination by the multidisciplinary IEP team that the student can receive a free appropriate public education in the least restrictive environment at the School.

- D. If the School hires its own special education teacher(s) they will be subject to a review of licensing by District personnel. Therefore, special education services at the School shall be commensurate with those provided at other District schools.
- E. The cost for special education services provided by the District pursuant to this Section is described in the DCSD Purchased Services Agreement, negotiated between the School and District on a yearly basis. In addition to these costs, the School shall be responsible for providing and paying the cost of defense for any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Colorado Department of Education (state complaints), the Department's Federal Complaints Officer, or IDEA due process proceedings and the District shall be available for assistance and consultation. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are general not eligible for transportation services.
- F. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- G. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- H. The 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.
- I. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

6.10 Collaboration with District.

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

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

A. Funding.

- i. The District shall provide funding to the School in an amount equal to 100% of the District's Per Pupil Revenue (PPR) as set for an online school such as HOPE and this amount is established from year to year, adjusted in accordance with the State Finance Act or other matters impacting the PPR for each District resident student enrolled in the School. The funding information contained in **Attachment 12** reflects the funding by District to School based on HOPE's uniqueness as an Online School (as defined by C.R.S. 22-30.7-101, *et seq.* and 1 CCR 301-71) serving multi-district students. So long as the School is not in material breach of this Contract, this funding will be made available to the School in twelve (12) monthly installments, commencing July of each fiscal year. Funds shall be disbursed within five (5) business days of being received by the District. If the School fails to open during any school year, those funds paid to the School prior to October 1 shall be refunded by the School to the District. The term "enrolled" as used in this provision shall be deemed to mean enrolled as of the official counting dates or periods and in accordance with the School Finance Act of 1994, found at C.R.S. §§ 22-54-101 *et seq.* and the State Department of Education regulations. If the State Auditor disallows counting of some of the School's students, then its funding for a following school year will be reduced by the same amount.
- ii. In addition to the foregoing provisions, to the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to the School's funding by adjustment or set-off in subsequent months.
- iii. On or before March 15 of each year of the charter, the School and the District will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the District's and the School's budget development and adoption processes. In future fiscal years, it is agreed that the amount of funding provided to the School from the District shall not be less than that required by law or as may be agreed to by the Parties.
- iv. The School will be able to apply for federal and state grant funds under the same conditions as other District schools, including approval by the District's Grant Coordinator
- v. The funding of that portion of the PPR paid by the District to the School shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor reduced by an appropriate proportionate reduction in state equalization support as a result of legislative action, payable in 12 equal monthly payments. This amount shall not be increased or decreased due to any change in monthly enrollment during the year. In the event the District should, for any reason,

lose the state funding allocated to any student who has withdrawn from the School, said funding shall be deducted from subsequent payments to the School.

- vi. The School must provide an address of record, the name of the contact person for fiscal matters and where funds are to be sent at least 30 calendar days in advance of when funds are to be made available.
- vii. The School will make no supplemental budget requests to the District to cover unanticipated expenditures or debts.

B. Bond and Mill Levy Funds.

- i. Bond Issues. Pursuant to C.R.S. § 22-30.5-404, the District shall have the sole determination of whether or not capital construction is includable in a Bond issue for the School.
- ii. Mill Levy. The District shall share mill levy funds with the School in accordance with applicable law and District policy.

7.2 Disbursement of Per Pupil Revenue.

- A. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In December or January funding will be adjusted factoring in the final October one day count and adjusted per pupil funding as determined by the Colorado Department of Education. To the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission, one day count audits or other action, proportionate reductions or increases shall be made to the School's funding.

7.3 Budget.

On or before April 15 each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. § 22-30.5-111.7(1)(a) and C.R.S. § 22-30.5-112(7) and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the reduction and 3) the date when the school will return to a balanced budget. A material violation of this Section may result in the District initiating remedies described in Section 3.2.I.

7.4 Enrollment Projections.

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 5 percent (5%) of the official membership for

the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 8.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

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

7.6 Contracting.

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

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

7.7 Annual Audit and Trial Balance.

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

7.8 Quarterly Reporting.

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

7.9 Non-Commingling.

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

7.10 Loans.

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

7.11 District Loans.

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

SECTION EIGHT: PERSONNEL

8.1 Employee Status.

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

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

8.2 Affordable Care Act.

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

8.3 PERA Membership.

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

8.4 Equal Opportunity Employer.

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

8.5 Employee Welfare and Safety.

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

8.6 Employee Records.

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

8.7 Employee Conduct.

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

SECTION NINE: SERVICE CONTRACTS WITH THE DISTRICT

9.1 Direct Costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-1 12(2)(b.5). Such negotiations shall be concluded by March 30 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate written agreement, such costs are reflected in the applicable DCSD Purchased Services Agreement as amended yearly. A copy of the DCSD Purchased Services Agreement for the 2021-2022 School year is attached as **Attachment 12**. If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the District may withhold an amount equal to the total amount of direct costs incurred in the prior year until such an agreement is reached.

9.2 District Services.

Except as provided by applicable written agreement between the School and the District, or as may be required by law, the School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. The DCSD Charter School Purchased Services Agreement providing for the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such DCSD Charter School Services Agreement shall be finalized by March 30 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.

SECTION TEN: FACILITIES

10.1 Location.

During the term of this Contract, the School's administrative office shall be located at 373 Inverness Parkway, Suite 205, Englewood, CO 80112. The School may move its administrative office only with the written approval of the District, which will not be unreasonably withheld. Any requested change in location shall be consistent with the application and the School's mission. The District acknowledges that the School offers a blended learning model in which students access their online curriculum at Learning Centers hosted by community-based organizations, as described in **Attachment 14** hereto. The School agrees to submit annually to the District a list identifying the name and address of each Learning Center that will be hosting the HOPE Educational Program during that academic year.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 5 business days of closing, refinancing or leasing. The School has or shall comply with C.R.S. § 22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above. If the School leases or owns other property, they will be fully responsible for that property.

10.2 Use of District Facilities.

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

10.3 Long-Range Facility Needs.

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

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

11.1 Renewal Timeline and Process.

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

11.2 Renewal Application Contents.

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

11.3 Criteria for Renewal or Non-Renewal and Revocation.

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

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

- C. The District shall comply with all guidelines found in C.R.S. § 22-30.5-110 and any other relevant provisions regarding renewal, non-renewal and revocation.

11.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 2.2.1 (i). Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 2.2.1) for breach.

11.5 School-Initiated Closure.

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

11.6 Dissolution.

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

11.7 Return of Property.

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

or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for-profit organization.

SECTION TWELVE: GENERAL PROVISIONS

12.1 Order of Precedence.

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

12.2 Amendments.

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

12.3 Merger.

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

12.4 Non Assignment.

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

12.5 Governing Law and Enforceability.

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

12.6 No Third-Party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract

shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.7 No Waiver.

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

12.8 Notice.

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

12.9 Severability.

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

12.10 Interpretation.

- A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
- B. Business Days. As used in this Contract “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the state of Colorado are closed.
- C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile or electronically by either of the Parties shall have the same effect as original signatures.
- D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

12.11 Nonreligious, Nonsectarian Status.

The educational program of the School shall be nonreligious, nonsectarian, and, consistent with applicable law and District policy, shall not discriminate against any student on the basis of race, color, creed, national origin, sex, marital status, sexual orientation, religion, ancestry, disability or need for special education services.

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

HOPE ONLINE LEARNING ACADEMY CO-OP,

a Colorado non-profit corporation

By: _____
President, Board of Directors

Date: _____

ATTEST:

Secretary, Board of Directors

(THIS SPACE INTENTIONALLY LEFT BLANK)

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____

David Ray
President, Board of Education

Date: _____

ATTEST:

Elizabeth Hanson
Secretary, Board of Education

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