

**CHARTER SCHOOL CONTRACT**

**between program**

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

**and**

**FRENCH AMERICAN SCHOOL OF DENVER  
(A CHARTER SCHOOL)**

**JULY 2025**

**DPS CHARTER SCHOOL CONTRACT FOR  
FRENCH AMERICAN SCHOOL OF DENVER**

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**DPS CHARTER SCHOOL CONTRACT FOR  
FRENCH AMERICAN SCHOOL OF DENVER**

This Contract, effective the 1<sup>st</sup> day of July, 2025 is made and entered into between School District No. 1 in the City and County of Denver and State of Colorado (the “District”) and FRENCH AMERICAN SCHOOL OF DENVER, a public school organized as a nonprofit corporation (the “School”), (collectively, the “Parties”).

**RECITALS**

WHEREAS, on July 26, 2019, the Board of Education of School District No. 1 in the City and County of Denver, State of Colorado (the “District”) received an application for consideration of a charter school referred to as FRENCH AMERICAN SCHOOL OF DENVER (the “Applicant” or the “School”);

WHEREAS, on August 22, 2019, the Board approved the charter application of the FRENCH AMERICAN SCHOOL OF DENVER;

WHEREAS, on August 9, 2024, the Board received a charter renewal application for consideration from FRENCH AMERICAN SCHOOL OF DENVER;

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

**AGREEMENT**

**1. ESTABLISHMENT OF FRENCH AMERICAN SCHOOL OF DENVER**

As authorized by the Charter Schools Act, the District hereby approves the Charter School Contract for FRENCH AMERICAN SCHOOL OF DENVER, upon the terms and conditions set forth in this Contract as well as the terms and conditions outlined in Resolution #5173, which is hereby incorporated into this agreement. A failure to meet performance objectives or to adhere to the terms and conditions of this Contract renders the Contract subject to revocation pursuant to the terms of this agreement and/or the Charter School Act.

The School acknowledges that this charter is conditional upon the School’s compliance with the conditions incorporated herein as Appendix F, Resolution #5173. The School further acknowledges that failure to comply with these conditions is a material breach of this Contract and may result in revocation of the School’s charter, or withholding of funds, or other action deemed appropriate by the District.

**2. MISSION**

The FRENCH AMERICAN SCHOOL OF DENVER’s mission is to develop bilingual, bi-

literate learners through a French language-immersion curriculum meeting the highest educational standards of the United States and France and delivered in a highly diverse learning environment that promotes critical thinking, creativity and empathy.

### 3. TERM OF AGREEMENT

This Contract is effective July 1, 2025, and will terminate on June 30, 2030, unless earlier terminated or extended as provided herein.

### 4. GENERAL

- A. Application as Basis for Contract. The FRENCH AMERICAN SCHOOL OF DENVER application for the establishment of the School (“the School Application”), as approved by the Board, is the basis for this contract pursuant to C.R.S. 22-30.5-105(1)(a), and is attached as Appendix A.
- B. Order of Precedence. The provisions of this Contract will supersede and control over any conflicting or inconsistent language contained in the School Application. In the event of conflicts or inconsistencies between this Contract and the Attachments, this Contract shall be given priority over the Attachments. Applicable policies of the District that have not been waived shall take precedence over policies and practices of the School and the Application.
- C. Merger. This Contract contains all terms, conditions, understandings, and agreements of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.
- D. Amendments. No amendment to this Contract will be valid unless ratified in writing by the District Board and the School’s governing body and executed by authorized representatives of the Parties; except that the District Board delegates to the Superintendent or their designee the authority to ratify non-material amendments, such as amendments regarding a change in educational programming which is consistent with student performance standards, so long as the ratification is in writing and executed by the Superintendent or their authorized designee. Any changes to a District Board resolution are material amendments that require District Board approval.
- E. Governing Law and Enforceability. This Contract will be governed and interpreted according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application will have effect only to the extent permitted by law. The Parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship, and to negotiate in good faith to adopt any necessary or appropriate replacement provision.
- F. 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.
- G. No Third Party Beneficiary. This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce

any rights or obligations that may be possessed by either party to this Contract.

- H. 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.
- I. Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- J. Business Day: 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.
- K. Counterparts: The Parties may execute this Contract and subsequent amendments in counterparts, each of which is deemed an original, and all of which together shall constitute one and the same instrument. Photocopies, scans, electronic signatures, and facsimiles of executing signatures are valid evidence of execution.

## 5. CORPORATE STATUS

The School is organized as a nonprofit corporation subject to the following terms and conditions:

- A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law.
- B. Corporate Purpose. The purpose of the School as set forth in its articles will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. § 22-30.5-101, *et seq.*
- C. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The articles of incorporation and bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The articles of incorporation and bylaws are attached to this Contract as Appendix B. The School shall follow the requirements of the Colorado Revised Nonprofit Corporations Act in amending its Articles of Incorporation and Bylaws. Any modification of the articles of incorporation or the bylaws or changes in the composition of the School’s governing body must be submitted to Authorizing & Accountability within ten business days of its ratification or adoption by the School. The Bylaws or policies of the School shall require that each member of the Charter Board annually sign a conflict of interest disclosure.
- D. Non-Commingling and Accounting. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. All funds received hereunder shall be used solely for the school authorized by Denver Public Schools; tracking of this is the sole responsibility of the School.

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

- A. In General. The School will comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent the School has obtained waivers from state law and District policies, in accordance with Section 26 below.
- B. State Accountability. The School agrees that it shall be deemed a public school subject to all applicable provisions of Colorado Revised Statutes, specifically including, but not limited to student assessment, student assessment administration, data collection, reporting, grading, and remediation requirements. The School shall also be held to the accreditation requirements including those for which other schools are accountable and other accreditation requirements as may be appropriate for charter schools.
- C. Compliance with Data Privacy Laws. School warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities, relating to informational privacy and protection of students, families and others, as and when applicable, including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act; (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; (h) Americans with Disabilities Act, and Federal Export Administration Regulations; (i) the Individuals with Disabilities in Education Act; (j) the Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq.; (k) C.R.S. 22-1-123; (l) the Licensed Personnel Performance Evaluation Act, especially at C.R.S. 22-9-109; (m) the Colorado Open Meetings Law, especially at C.R.S. 24-6-402(4)(f) and 24-6-402(4)(h); and (n) the Colorado Open Records Act, especially at, C.R.S. 24-72-204(2)(a)(VII), 24-72-204(3)(a)(II)(A), 24-72-204(3)(a)(VI), 24-72-204(3)(d), and 24-72-204(3)(e).
- D. READ Act.
- a. The School shall comply with all requirements of the Colorado Reading to Ensure Academic Development Act (READ Act), C.R.S. §§ 22-7-1201, *et seq.*, and all related regulations, including but not limited to:
    - i. Student promotion and retention criteria
    - ii. Progress monitoring and interventions for struggling students
    - iii. Parent communication
    - iv. Assessment administration
  - b. The School shall comply with all teacher training required by the Colorado Reading to Ensure Academic Development Act (READ Act), C.R.S. §§ 22-7-1201, *et seq.*, and all related regulations, unless the District has approved the school to opt out of training requirements. To request to opt out, the School must submit a request in form and substance acceptable to the District, and the District may approve or disapprove the request at its sole discretion. If the School is approved to opt out of training requirements, the School will not receive READ Act funding, including but not limited to per pupil intervention funding and literacy grant funding.

## 7. INSURANCE AND LEGAL LIABILITIES

- A. Insurance. The School will provide and maintain adequate insurance necessary for the operation of the School, including, but not limited to, the insurance outlined in Appendix E.
- B. Risk Management. The School will promptly report to the District any and all pending or threatened claims or charges, and promptly provide the District's general counsel and the Enterprise Risk Management department with all notices of claims, cooperate fully with the District in the defense of any claims asserted against the District, its board members, agents or employees arising from or related to the operation of the School, and comply with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the District's and the School's applicable insurance policies. If the School obtains insurance through any policy held by the District, it shall comply with all risk management requirements of the District and its insurer.
- C. Limitation of Liabilities. In no event will the District, District Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of the School, or its board members, officers, employees, or agents.
- D. Faith and/or Credit Contracts with Third Parties. The School shall not have authority to extend the faith and credit of the District to any third party and agrees that it will not attempt or purport to do so. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The School acknowledges that the same provisions in law that apply to the District itself limit the School's authority to contract.
- E. Indemnification. To the extent allowable by law, the School agrees to indemnify, defend, and hold the District, its Board members, officers, employees, and agents harmless from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the School's operation or the conduct of any of the School's employees, agents, or representatives. The School will reimburse the District for any award, judgment or fine against the District and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability. The District may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges, or proceedings. This provision will not be deemed a relinquishment or waiver of applicable immunities or other limitations of liability available to the School or the District under law, including in both cases the provisions of the Colorado Governmental Immunity Act, Part 10 of Title 24. This indemnification obligation will not be interpreted or applied to make the School financially responsible for claims against the District made by third parties and based on conduct occurring at the School by District board members, officers, or employees operating within the scope of their responsibilities to the District. The obligations created under this section will survive the expiration or termination of this Agreement.
- F. Formal Notification of Legal Action. The School shall provide written notice to the District in the event that the School is named as a defendant in a threatened or current legal action. Such notice shall be given no later than fifteen business days after the date at

which the legal action was filed or threatened.

G. Routine or Immediate Notification

- a. Routine Notification: The School shall timely notify the District (and other appropriate authorities) in the following situations:
  - i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law, including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or
  - ii. Any complaints filed against the School or its employees, administration, or Board members in their official or individual capacities, or an Education Management Provider in connection with services to the school by any governmental agency including, but not limited to OCR, CCRD, and EEOC.
- b. Immediate Notification: The School shall immediately notify the District of any of the following:
  - i. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable local, state, or federal law;
  - ii. 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;
  - iii. Any circumstances requiring lockdown or other emergency procedures due to immediate school health or safety concerns including health and safety concerns requiring material changes to the school program and/or operations;
  - iv. The arrest, dismissal or resignation of any members of the Charter Board, School employees, or Education Management Provider employees with responsibilities for the School, 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 follow all reporting regulations as required in C.R.S. § 22-30.5-110.7 and other relevant laws;
  - v. Misappropriation of funds;
  - vi. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
  - vii. 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 or to maintain its corporate status as a 501(c)(3) tax-exempt organization with the U.S. Internal Revenue Service.

## 8. FOOD SERVICES

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

## 9. EDUCATIONAL PROGRAM

- A. Characteristics. The School shall implement and maintain the educational program described in the original School Application, or renewal application. If applications conflict, the most recent application will control. These characteristics are subject to modification with the District's written approval.
- a. The educational program outlined in the application(s) may include, to the extent permitted under C.R.S. § 22-30.5-104(8), other educational programs that are research-based and proven to be effective.
  - b. The educational program outlined in the application(s) may include, to the extent permitted by state statute and applicable rules and regulations, "alternative teacher-pupil instruction" as defined in 1 CCR 301-39, and/or an "online program" as defined in 1 CCR 301-71. The School may not, however, offer "alternative teacher-pupil instruction," including online instruction, or an "online program," that is not approved in the most recent application. If the School wishes to offer any form of "alternative teacher-pupil instruction" or an "online program" that is not included in the School's approved application(s), approval from the District is required. The School must submit a request, in form and substance acceptable to the District, subject to approval at the sole discretion of the District. If providing "alternative teacher-pupil instruction" or an "online program" the School will follow the requirements and guidance in CDE Rules and the applicable CDE Student October Count Audit Resource Guide. If the State requires a repayment of funds due to the School's failure to follow CDE Rules or guidance, the School will be responsible for the repayment to the State.
- B. Content Standards. The School's educational program shall meet or exceed the Colorado Academic Standards aligned with the Common Core State Standards including changes prescribed by the State Department of Education.
- C. Curriculum. The School shall implement the curricula described in the School and/or Renewal Application, supplemented with such other curricula which may be helpful to the School's academic progress to the extent that such curricula meets or exceeds Colorado Academic Standards aligned with the Common Core State Standards, including changes prescribed by the State Department of Education, and District policies that have not been waived. The School shall comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education.
- D. Graduation Requirements. The School's curriculum shall meet or exceed all of the graduation requirements of the District and the School's course offerings will be appropriately aligned with those requirements as applicable unless the School has an approved waiver from the DPS graduation requirements.
- E. Educational Services. If the School plans to contract with any outside corporation, agency or entity ("Service Provider") for the provision or implementation of all or a substantial portion of its educational programming, the initial agreement reflecting such contracting, any renewal of such agreement, and any amendment making material changes to such agreement (the "Management Agreement") is subject to District approval prior to

execution by the School's governing board or President. In addition, the Management Agreement must provide that: (1) the District is a third-party beneficiary to the Management Agreement and (2) the District has the right to enforce and rely upon the obligations set forth in the Management Agreement. Such designation as a third-party beneficiary and right to enforce and rely upon obligation set forth in the Management Agreement shall be for the sole purpose of enforcing rights and obligations related to circumstances of school closure and termination of the Management Agreement.

- a. The Management Agreement shall include a provision requiring the School and Service Provider to provide written notice to the District of any intent to terminate the Management Agreement no later than December 1<sup>st</sup> of a given school year. In the event timely notice of termination is not provided to the District, the termination shall not be effective until the end of the school year which follows the school year in which the notice was provided. This provision shall supersede any other provision within the Management Agreement regarding termination effective date which may be in conflict with this provision.
  - b. In addition, the Management Agreement shall include a provision stating that in the event of school closure, the School and Service Provider shall both have the responsibility to continue to provide on reasonable terms, the educational services and programs as outlined in the Management Agreement during any phase-out period for the School, even if the Service Provider has submitted an intent to terminate the Management Agreement.
- F. Staff Qualifications. Each teacher and all applicable staff shall meet the applicable qualification requirements for teachers under state and federal law, as amended from time to time, unless the School has a waiver from these laws. The School shall ensure that it submits data verifying the qualifications of all teachers and applicable staff to DPS by the date specified by DPS annually and subsequently for staff hired during the school year within four weeks of hire. Teachers who are not qualified pursuant to applicable state and federal law may not continue to be employed as classroom teacher and/or teacher of record in those classrooms where they are not qualified to teach and the School shall assure that all students have appropriately qualified teachers of record at all times. The District reserves the right to take action to ensure this obligation is met, including the right to require the removal of a teacher.
- G. Staffing. The approved School Application includes a staffing and leadership plan designed to provide the educational program. The District may initiate a request for remedial action, pursuant to Section 22 of this Contract, if the School is proposing or has undertaken changes to its staffing plan that the District reasonably believes are likely to have a substantial adverse effect on the School's ability to deliver the education program as approved. Furthermore, the School agrees to notify the District of a change in School leader within 10 business days of such change.
- H. Staff Training. The School agrees to provide all staff with the training necessary to be effective in their positions, including any training required by local, state, or federal law. The District can require School staff to attend District training related to the obligations laid out in this contract. The School may provide adequate replacement training consistent with the District requirement.
- I. Assessment.

- a. The School shall participate in all testing programs required by the State of Colorado, currently including, but not limited to, the Colorado Measures of Academic Success (“CMAS”), Colorado PSAT/SAT, READ Act aligned early literacy assessments, Universal Gifted Screening, and any applicable placement and assessment tests for Multilingual Learner (MLL) students, including but not limited to ACCESS and W-APT, as they exist now or may later be amended. The School shall attend all District required training sessions, maintain test security, and administer the tests consistent with all relevant state and District requirements, including District-developed testing ethics and administration procedure training to school staff. The School shall follow professional and ethical standards. Violation of this provision of this Contract shall be deemed a material violation.
  - b. The School shall be required to implement interim assessments described in the original application or application for renewal. If applications conflict, the most recent application will control. The District may request interim assessment data as part of ongoing performance monitoring or other processes. The School will supply this data within 15 days of a written request by the District for such information.
- J. Academically Exceptional Students
- a. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other “exceptional children” as defined 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 Original Application or Renewal Application and this Contract.
  - b. Gifted and Talented Students. The School will implement the District process for identifying gifted and talented students. Further, the School will develop programming for identified students that is acceptable to the District and comply with state rules to create and maintain an Advanced Learning Plan (“ALP”) for each student who is identified as gifted and talented. Finally, the School will identify an employee or agent who will be responsible for the following: overseeing implementation of the identification process (including universal assessments), drafting ALPs, and ensuring that GT services are being provided in the classrooms.
- K. Discipline. The School shall ensure that its discipline policy as implemented for all students is in compliance with Sections 22-32-109.1, 22-33-105, 22-33-106, 22-33-106.1 and 22-33-106.3 of the Colorado Revised Statutes and District Administration Policy JK and Regulation JK-R, each as revised from time to time, to ensure equity across all students. The School may waive JK and JK-R for the limited purpose of creating its own in-school and out-of-school suspension procedures; however, in that case, the School must submit a copy of its in-school and out-of-school suspension procedures to Authorizing & Accountability. Waiver of JK and JK-R and the replacement policy are subject to District approval.
- L. Seclusion and Restraint. The School shall not place a student alone in a room from which egress is involuntarily prevented. The School shall comply with the Protection of Persons from Restraint Act (C.R.S. 26-20-101 et. seq.), applicable regulations related to restraint

(including 1 CCR 301-45), and DPS administration policies JKA and JKA-R. The District will oversee and monitor compliance with the Protection of Persons from Restraint Act and related regulations in the School. Accordingly, the School will comply with all District approved policies and procedures related to seclusion and restraint, and comply with District directives related to the use of seclusion and restraint.

- M. Volunteer Expectations: The School may not require parents to commit to or accrue a number of volunteer hours. If the School has non-binding expectations for parent volunteering, it shall allow for a waiver process that considers individual family circumstances. 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. The School agrees to conduct background checks of volunteers, as appropriate.

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

- A. Organizational Performance Objectives. The School shall adhere to the following organizational performance objectives, which shall be measured annually.
- a. The School shall adhere to C.R.S. §§22-44-301, et seq. and 22-45-101, et seq.
  - b. The School's expenditures, inter-fund transfers, and reserves shall not be in excess of available revenues and beginning fund balances;
  - c. The School shall maintain a reserve that meets the statutory requirements under the provisions of Article X, § 20(5) the Colorado constitution (TABOR); C.R.S. § 22-44-105(1)(c.5).
  - d. The School shall provide the District with a copy of a lease or purchase agreement providing evidence that the School has secured an acceptable facility in which to operate no later than 150 days prior to the opening of the school (unless the Parties mutually agree to a different date). If the School is leasing facilities, the School shall ensure that a lease is in place no later than 150 days prior to the start of subsequent school years. If a new lease is secured or the terms of the lease change, the School shall provide the District with a new copy of the lease no later than 150 days prior to the start of school. The School's facilities are subject to all additional requirements outlined in Section 16 of this Contract.
- B. Academic Performance Objectives. The School shall adhere to the following academic performance objectives, which shall be measured annually.
- a. School Performance Framework (SPF): The School shall annually receive a "Performance" rating on the Colorado School Performance Framework or make adequate progress towards this objective. The School will only receive an official SPF rating for the entity recognized in this Contract and identified by a CDE supplied school number. No subdivision of the School shall receive a public rating. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall

annually develop written, governance-neutral criteria to consider appeals to plan assignments by June 30, or a mutually agreed upon date. The District will share a draft of the criteria with the Collaborative Council and consider any feedback prior to the final publication of the criteria. Using this criteria, District staff shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. District staff shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement.

- i. If the School Performance Framework is not available on a timeline to inform accountability processes, the District will meet with Collaborative Council and consider any feedback prior to setting targets based on available data that are equally rigorous to the target of Meeting Expectations on the prior year's SPF.
- ii. For the purposes of this Contract, the District and School have mutually agreed to the performance benchmarks that shall constitute adequate progress towards meeting SPF expectations. To be found to have made adequate progress, the School must meet the following performance benchmarks in their entirety:

There are no additional performance benchmarks.

- C. State-Required Assessments. Student results, including those measuring longitudinal growth and levels of proficiency, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide.
- D. ACCESS or comparable State-mandated test of English Language Proficiency. Student growth on state-required assessments of English language proficiency shall equal or exceed results for schools serving comparable students district-wide.
- E. State and Federal Accountability. The School shall meet all State accountability requirements of the Educational Accountability Act (C.R.S. §§ 22-11-101 *et seq.*), or subsequent provisions under ESSA. The School shall not allow parents to opt out of the foregoing assessments except as provided by Colorado law regarding state assessments administered pursuant to C.R.S. § 22-7-1006.3 (currently, the CMAS assessments). If the School enters Year Five on the State Watch, it will be subject to an Interim Review Process as described in section 10.I.
- F. Evaluation and Progress Monitoring. The School shall be subject to review of its operations, including related records, when the District, in its sole discretion, deems such review necessary. The School agrees to cooperate with the District and submit any requested documentation.
- G. Renewal Review Process. The School shall be subject to a rigorous, objective evaluation process in order to renew this Contract. The Renewal Review Process shall occur in the final school year of the current term of this Contract. Such process shall include multiple measures of progress towards the Performance Objectives as well as compliance with the

other terms and requirements of this Contract. The School shall be required to submit a renewal application as part of such process, in form and substance acceptable to the District. The renewal application shall include at a minimum those items designated in C.R.S. § 22-30.5-110(2). In addition, the School may be required to participate in review meetings, discussions, and/or school visits conducted by the District. Schools rated as “Improvement,” “Priority Improvement,” “Turnaround,” or “Insufficient Data” on the Colorado School Performance Framework must meet the mutually agreed upon performance benchmarks in their entirety (if applicable), as determined by the District, and also demonstrate a capacity for ongoing school improvement in order to receive a contract renewal. If these benchmarks are not met, the determination of whether the school is making adequate progress will be determined through the renewal process. The District shall comply with C.R.S. § 22-30.5-110 and all other provisions of the Charter Schools Act regarding renewal, non-renewal, and revocation.

- H. Annual Progress Monitoring. The District shall regularly gather academic, operational and financial data in order to determine the School’s progress towards the Performance Objectives as well as to monitor general compliance with contract requirements and local, state and federal law.
- a. As part of Annual Progress Monitoring, the District may use evaluative tools such as the Financial Performance Framework to benchmark the performance of the School against other charter schools and as an indicator of financial risk for any and all charter schools, single site or operating within a network model. The District reserves the right to develop and implement such tools. The School shall have the right to review official reports and analysis prepared by the District as part of the Annual Progress Monitoring.
  - b. As part of Annual Progress Monitoring, the District will provide all schools with annual feedback on academic performance and organizational sustainability, per the requirements of C.R.S. § 22-30.5-110(1)(b).
- I. Interim Review Process. The School may be subject to an Interim Review Process in a year other than the final year of this Contract, based on evidence that the school is at risk to fail to meet objectives as outlined in Section 22(A) of this contract. Similar to the Renewal Review Process, the Interim Review Process shall include multiple measures of progress towards the Performance Objectives as well as compliance with the other terms and requirements of this Contract. The Interim Review Process may require unique data submissions, meetings, discussions and/or school visits conducted by the District.
- J. Family and Student Satisfaction. Each year, the School shall administer a survey to measure the satisfaction of its families and students. The School shall use the Spring satisfaction survey developed and scored by the District. The School may also administer its own satisfaction survey but this cannot be in lieu of the District survey.
- K. Staff Evaluation and Training.
- a. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the lead administrator of the School at least annually.
  - b. The lead administrator or his/her designee shall conduct performance evaluations of the School’s employees at least annually.
  - c. Training. The Charter Board shall adopt a policy for annual Charter Board training.

## 11. ENROLLMENT

- A. Enrollment Policy. As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), the School shall make enrollment decisions in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School will make a good faith effort to enroll and retain a population of students that are eligible for free or reduced lunch, are Multilingual learners, and/or are eligible for special education programs, that is reasonably representative of District averages for those populations, taking into consideration the demographics of public schools within a reasonable proximity to the School (“representative populations”). The Parties acknowledge that the School’s good faith effort to enroll and retain representative populations does not, in and of itself, ensure achievement of this outcome.
- B. Participation in DPS SchoolChoice. The School will participate in the DPS SchoolChoice process, unless the school is approved for Alternative Education Campus (AEC) status and permitted by the District in its sole discretion to follow a separate enrollment process. The SchoolChoice windows for Round 1 and Round 2 will be determined by the District and announced annually no later than October 15 of each year. If the School is approved for Alternative Education Campuses (AEC) status, it shall follow the process and timelines set by the District for student enrollment, and shall post the enrollment process and timelines on the school website. As a part of SchoolChoice, the School may utilize the waitlist process, following the District guidance provided to all schools.
- C. Enrollment Milestones. The School acknowledges that during the course of this Contract, it is critical to the ongoing viability of the School that the School maintain enrollment aligned with the planned enrollment set in the most recent application (“Planned Enrollment”). The following milestones are established regarding enrollment:
- a. During the year preceding opening of the School:
    - i. By the end of SchoolChoice Round 1 during the spring prior to opening, the School shall have and maintain enrollment at 80% of its original application enrollment.
  - b. During all subsequent years of operation, by October Count, the School must meet 80% of enrollment in the most recent application. If applications conflict, the most recent application will control. In the event that the School does not achieve 80% of its Planned Enrollment for the following year by October Count, the School shall provide the District no later than ten business days after receipt of request with a budget that demonstrates, based on the District’s sole discretion, that the School can operate the approved educational program based on the enrollment at the time of the budget submission. If the School is not able to operate the approved educational program under the submitted budget, the School will be in material breach of this Contract. Additionally, the District may, at its discretion, request monthly financial statements to monitor the fiscal health of the School. The School may request a mid-contract amendment to the application enrollment, for approval at the District’s discretion.

- D. Maximum Enrollment. The maximum number of students who may be enrolled in the School shall be 504 students, unless the School and District mutually agree to increase this number. This maximum enrollment was determined pursuant to negotiations between the District and the School and is consistent with facilitating the academic success of students enrolled in the School and facilitating the School's ability to achieve the other objectives specified in this Contract. If the School wishes to enroll more than the maximum number of students listed above, the School must submit a written request to the District, in form and substance acceptable to the District, for review and approval. The District shall approve any reasonable requests as determined by the District at its sole discretion. This maximum enrollment should not exceed the capacity of the School facility. Each year, the School will be asked to affirm an annual maximum enrollment that will be used to determine mid-year enrollment and SchoolChoice numbers.
- E. Grade Configuration. The approved grade configuration for the School shall be K-5. If the School wishes to add or drop one or more grades within the current grade segment (e.g., adding 9<sup>th</sup> grade to a 10-12 grade configuration or dropping 6-8 from a K-8 grade configuration), the School's board shall submit a written request for approval, in form and substance acceptable to the District, for review and consideration as an amendment to this Contract pursuant to District processes. If the School wishes to expand to serve a new grade segment (e.g., elementary school, high school or middle school), the School's board shall submit an application for approval, in form and substance acceptable to the District, for review and consideration as a new contract to serve the new grade levels. This application shall include, but not be limited to, an educational program plan and staffing, financial forecasts, evidence demonstrating the need and enrollment viability for the new grade segment and demonstrations of community engagement and demand.
- F. Enrollment Equity.
- a. Enrollment Priority. The School shall work with the SchoolChoice office on an annual basis to set priorities. Annually, the School shall comply with the following priorities as well as any priorities outlined in any Facility Use Agreement:
    - i. The School shall provide priority to Denver resident students. That is, if the School has more applicants than it has space, preference shall be given to Denver resident students.
    - ii. If the School is in an Enrollment Zone, the School shall have a regional preference or boundary for students residing in that zone, to the extent that such preference is in compliance with the rules regarding start-up grants from CDE that the School receives.
    - iii. Once a student has been admitted through an appropriate process, including students enrolled at the School prior to the approval of this Contract, the School becomes that student's School of Record and that student may remain in attendance through subsequent grades, without regard to any priorities listed above.
  - b. Student Movement After SchoolChoice Round 1. To accommodate students physically moving into the District after SchoolChoice Round 1, the School agrees to reserve placeholder slots to provide equitable access for students arriving after SchoolChoice Round 1. The School will reserve at least 5% of seat

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

- c. ECE Child Find Placeholder Process. In order to ensure that the School is meeting legal obligations under IDEA and providing FAPE (Sec. 300.101), including implementation of IEP services on or before a child's third birthday if they are transitioning from Part C early intervention (IDEA 34 C.F.R §300.101(b)(1-2), ECEA 5.01(1)(a)(ii)), if the School has an ECE program, the ECE program will keep Child Find "placeholder" spots for IDEA-eligible children for the upcoming school year. The School will follow District directives regarding the number of seats to set aside as "placeholders" each year (the current requirement is 3 Child Find Placeholders per session for ECE-3, 2 Child Find Placeholders per session for ECE-4, and 3 Child Find Placeholders per session for mixed age ECE-3/4 programs).
- d. Student Movement After October Count Date. Pursuant to Colorado state law, students who enroll in the School shall have the right to remain enrolled in the School through the end of the school year, absent expulsion, graduation, court ordered placement, or IEP placement. After the October Count Date, any movement of students between the School and any District school (including the school serving the student's resident address that is not operated pursuant to a charter school contract) is subject to the "Administrative Transfer Process" as outlined in DPS Administrative Policy JC-R. The School's enrollment will be counted on or before the October Count Date of each year, by a process implemented by the District. Should a student withdraw from or otherwise depart from the School after the October Count Date resulting in the School's enrollment dropping below the funded student count, the School will be required to make the vacated enrollment slot available to a student moving into the District if such student requests to enroll at the School. The School shall accept students into vacated seats at all grade levels.
- e. Enrolling New Students Moving into the Community. Schools operating in District facilities and/or serving neighborhood boundaries/enrollment zones shall enroll new students that move into the region surrounding the school after the October Count Date, at all grade levels and at a level consistent with access

provided by other schools serving the neighborhood boundary/enrollment zone, even if current enrollment at the School is at or above the level at which the school was funded. The District will not enroll additional students in the School if enrollment exceeds 105% of the funded pupil count used to calculate the disbursements pursuant to Section 18.A.g below. In addition, the District will not enroll students above the limits of building capacity. The District-Charter Collaborative Council shall review systems and processes regarding equity of access among these students through a transparent, data-based process every third year, using two years of available data, and make a recommendation for any revisions to the Superintendent. The agreement to take new students once the school year has commenced will have no bearing or impact on the lottery for open seats that occurs prior to the start of the school year.

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

## 12. MULTILINGUAL LEARNERS

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

To satisfy all applicable legal requirements, the School must meet the needs of MLL students in several critical areas, as follows:

- a. The School shall follow the District's procedures for identifying, assessing, monitoring and exiting MLL students, consistent with state and federal law.
- b. The School is required to provide and demonstrate evidence of an English language development block for all MLL students that uses research-based curriculum and resources specifically selected by the School for MLL students.

- c. If a School, with an existing MLE MOU for bilingual programming, is serving a significant number of Spanish-speaking MLL students, the School, in partnership with the MLE team, shall determine a research-based bilingual program to provide such as Transitional Native Language Instruction (TNLI), dual language, or an equivalent in native language supports; or another program based on an educational theory recognized as sound by experts in the field or that is considered by experts as a legitimate experimental strategy, with the resources and personnel to implement this theory effectively.
- d. If a School, with an existing MLE MOU for bilingual programming wants to make changes to its programming that impact the Native Language Instruction requirements outlined in the School's DPS Multilingual Education (MLE) Programming MOU, the school must submit a formal request to DPS for review and approval by District staff.
- e. The School shall assess whether the program is being implemented with fidelity and conduct ongoing evaluation and adjustment of programs to ensure language barriers are actually being overcome.
- f. The School shall provide MLE program services by MLE teachers who are fully MLE qualified.
- g. The School shall identify a school administrator, or an administrator-designee, with MLE expertise to provide oversight and evaluate the effectiveness of MLE services provided by the School.

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

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

- A. Students with Disabilities. Notwithstanding anything in this Contract to the contrary and unless otherwise agreed to by the Superintendent or their designee and the School, the education of students with disabilities as required by all applicable statutes, rules, regulations, orders and restrictions of the United States of America, the State of Colorado and municipalities thereof, and of any governmental department, commission, board, regulatory authority, bureau, agency and instrumentality of the foregoing, including, but not limited to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504), or the Americans with Disabilities Act (ADA) (collectively "Special Education Laws") shall be provided as follows:
  - a. The District's Responsibilities. The District, as the Local Education Agency (LEA), is responsible for ensuring that the requirements of Special Education Laws are met in the School, and the District will oversee and monitor compliance

with Special Education Laws in the School. Accordingly, unless waived, the School will comply with all District approved policies and procedures for the education of students with disabilities. District oversight of compliance with Special Education Laws includes, but is not limited to, the referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs and Section 504 plans for students with disabilities. If the School chooses to employ its own special service providers, the School will ensure that there is adequate staff to meet the services identified for students with disabilities based on student-staff ratios. Furthermore, if the School and the District disagree regarding an interpretation of Special Education Laws, the District's position will control, provided the School may invoke the dispute resolution process as outlined in Section 25 of this Agreement while implementing the District's interpretation. The District will provide training, consultation and advice to the School as needed with regard to Special Education Laws. The District agrees to work in good faith with the District-Charter Collaborative Council to address concerns raised regarding special education services and implementation.

- b. The School's Responsibilities. The School will comply with all Board policies, procedures and regulations, and the requirements of Special Education Laws (unless waived in accordance with the terms hereunder). Additionally, the School will ensure that students with disabilities receive a free and appropriate public education (FAPE), including, but not limited to, providing services, accommodations, and modifications as necessary to students with disabilities. The School will provide cooperation and assistance to the District to ensure students with disabilities receive FAPE and to address any concerns, including administrative or legal complaints, that arise related to the provision of FAPE for students with disabilities. By way of illustration and not by way of limitation, such cooperation and assistance shall include making available reasonable times and places, including an appropriate resource room or work area, during the regular school day for the provision of special education services; providing time at the School's expense for staff, including general education and special education teachers, to attend IEP and Section 504 meetings, and other meetings; providing consultation to the District's special education staff regarding special education and/or Section 504; and providing appropriate meeting rooms at the School site for meetings with parents.

- i. Staffing. The School shall ensure all necessary staffing by either employing all necessary staff or opting for Denver Public Schools staff to fill all necessary roles subject to approval at the sole discretion of the District, including, but not limited to, teachers, administrative and special services staff, direct service providers, related service providers, and paraprofessionals (SPED Providers) (except as provided herein) necessary to provide specialized instruction to its students with mild/moderate disabilities. Such SPED Providers shall be properly trained, licensed and endorsed to provide the special education services for which they are employed, and such SPED Providers shall have such other training and

qualifications as the District may in its discretion prescribe. The number of SPED Providers employed to provide specialized instruction to mild/moderate students of the School shall be determined in accordance with generally applicable Special Education Laws. The District reserves its right, upon written notice to the School, to require the School to assign a different teacher to provide specialized instruction to mild/moderate students if the District determines that the teacher employed by the School in that capacity is not properly qualified or is not delivering special education services in accordance with Special Education Laws.

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

School shall engage in a collaborative process to outline the program design. The Parties will mutually agree to the timeline for implementation as well as the program materials and approaches to be utilized. The design, staffing and structure of the program must be in compliance with applicable Special Education Laws. For any disagreements between the School and District which may impact compliance with Special Education Laws, the District's decision shall control. Staff members working in the center-based program shall be employees or agents of the School, not of the District. As such, the School shall ensure that all staff members meet the licensure standards applicable throughout the District and actively participate in the necessary training to maintain their skills and licensure (including, but not limited to, NCI training and training regarding compliance with District Policy JKA and Regulation JKA-R); and implement and provide special education services in accordance with the terms and conditions of each student's IEP.

- c. Student Enrollment, Placement and Transfer in center-based programs. The District shall locate students with disabilities in the School's severe needs program. Although the District retains final decision-making authority, it will work collaboratively with the School to ensure that the School has the structures in place to adequately serve students placed in the center-based program. All such decisions shall be made in consultation with the leadership of the School, the student's parents, the student (as appropriate) and shall be consistent with the enrollment, placement, transfer and removal processes as established by the District. After consultation, if the District determines that a center-based program is the appropriate location for a student with a disability, that student shall be enrolled in the program as soon as reasonably possible. The District shall establish the criteria and expectations for enrollment, placement, transfer and removal processes and shall consult with the District-Charter Collaborative Council in development of those processes. The District-Charter Collaborative Council will review criteria and expectations every third year, using two years of available data, and make a recommendation for any revisions to the Superintendent.
  - d. Program closure. The District may determine that a center-based program will be moved out of the school or closed at its sole discretion. Before ending a center-based program at the School, the District will provide the School with reasonable notice, which shall be 12 months' notice whenever possible, or, if not possible, then as much advance notice as circumstances permit.
- D. Admission Process/Procedure. To ensure that the needs of students with disabilities are met, the School shall do the following:
- a. The School will not request information about a prospective student's disability, including whether or not the student has an IEP or Section 504 plan ("Special Education Records"), prior to accepting the student through the School Choice process and finalizing enrollment in the District Student Information System.
  - b. Within three (3) business days after the student's enrollment is finalized within the District Student Information System, the School will obtain the student's

Special Education Records from the District or from the student's most recent district of attendance. Notwithstanding the foregoing, if the student's enrollment becomes finalized within Infinite Campus during the School's summer vacation, the School will obtain the student's Special Education Records from the District or from the student's most recent district of attendance by August 15.

- c. Within three (3) business days following receipt of the student's Special Education Records, the materials will be provided to the appropriate school and program personnel for review which shall include the District central office special education staff supporting charter schools.
- d. School decisions about the admission of a student will be made without inquiry, consideration, or use of information related to a student's IEP, Section 504 plan, or disability status. Consistent with the Rules for the Administration of the Exceptional Children's Educational Act ("ECEA"), after a student has been admitted, the student's IEP or Section 504 process may inform decisions about enrollment in the following manner: If the student is currently receiving mild/moderate services through an IEP, or is currently served through a Section 504 Plan, the School will implement the IEP or Section 504 plan of the student, except in rare circumstances otherwise directed by District central office special education staff as necessary to provide the student with a FAPE. If, as determined by the Student's IEP team, the student cannot receive an appropriate placement in the parents' school of choice because the student requires placement in a center-based program, enrollment of the student will be in accordance with Section 13.C.c. If the School believes there are physical barriers to the student's access to the School, the School Principal or designee shall notify the Director of Special Education or Section 504 Compliance Officer within (3) days that it believes the School cannot meet the student's needs based upon physical barriers to the student's access to the School and the District (or the student's IEP team, where required by ECEA) shall make the final determination regarding whether there are physical barriers to the student's access to the School which prevent the School from meeting the student's needs as outlined in the student's IEP or 504 Plan.
  - i. After a nonresident student has been admitted to the School as outlined above (i.e., without inquiry, consideration, or use of information related to a student's IEP, Section 504 plan, or disability status), unless state or federal law otherwise prohibit doing so, schools shall determine that the acceptance of nonresident students will be provisional pending District review, if the student's IEP requires any of the following three factors: services outside of the general education classroom 60% or more of the time; placement in a setting other than a traditional school building (e.g., separate school, hospital/homebound, residential facility); or the student's IEP requires a service that the school could not provide without hiring additional staff. The purpose of the District review will be to ensure that programming required by the student has capacity (space and/or adequate staffing) to implement the student's required services. Schools shall inform out-of-district

families in writing of this provisional enrollment.

- ii. Schools may keep students enrolled in a school's center-based or other limited special education program even if they move outside the boundaries of the District for the remainder of the school year. However, the School must inform families who move outside of the District's boundaries that they may be required to return to their district of residence pending a determination of program capacity within the District, so that families can appropriately coordinate with their district of residence. Students will only be disenrolled at the end of the school year if the student's particular program lacks capacity for nonresident students.
  - iii. Schools that accept an out-of-district student must serve that student for the full academic year without a request for change of special education placement to another school, center, facility, or limited program unless there is adequate documentation collected and maintained by the School to support such a change in placement. All decisions about placement are ultimately the responsibility of the student's IEP or Section 504 team.
  - iv. All enrollment of out-of-district students must comply with the District's choice policy JC and JC-R.
  - 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. The School shall follow the District's procedures regarding transfer students and shall provide special education services to the student as required by the District's policies until the IEP and/or 504 Team meeting is held.
- E. Responsibility to Defend. The District will handle, at its cost, administrative and court proceedings and provide for the defense and payment of any claims, awards, or damages, including attorneys' fees, resulting from any alleged violation of any applicable law or regulation pertaining to the provision of FAPE for students with disabilities who are enrolled in the School, provided the School gives its full cooperation to and follows the advice and instructions of the District in special education and 504-related matters (both before and after any formal/informal complaint), and is in compliance with the terms of this Contract.
- F. Third-Party Providers and Consultants. Because the District remains responsible for special education services in the School under federal law, the School shall not engage the services of any third-party to provide special education and/or related services (even voluntarily or if requested by parent to allow services be provided by their third party provider), without first obtaining the written approval of the District, which approval the District may withhold in its sole discretion. In the event that the School believes that an arrangement for a third-party to provide special education and related services is needed, the School shall make a written request for the same to the District, setting forth the reasons for such request. The District will initiate discussions with the School administration as needed, and will make a decision regarding the requested third-party services on the same basis as such decisions are made in and for other District schools. The District retains final authority to make all decisions regarding third-party providers

and consultants pursuant to this paragraph, provided that the District will respond to requests by the School to retain a third-party provider promptly and District approval will not be unreasonably delayed or denied.

- G. Compliance with Charter Schools Act. The Parties acknowledge that they have negotiated alternative arrangements for the provision of federally required educational services, as permitted by C.R.S. § 22-30.5-112(2)(a.8), and that this Contract sets forth the agreed terms of those arrangements.
- H. Discipline of Students with Disabilities. The School shall ensure that each School's discipline policy as implemented for students with disabilities is in compliance with Section 22-32-109.1, 22-33-105, 22-33-106, 22-33-106.1 and 22-33-106.3 of the Colorado Revised Statutes and the out-of-school suspension and expulsion procedures outlined in DPS Administration Policy JK and Regulation JK-R, each as revised from time to time, or if the School receives a waiver from Administration Policy JK and Regulation JK-R, as outlined in the School's replacement policy, to ensure equity across all students. Waiver of JK and JK-R and the replacement policy are subject to District approval.

#### **14. SCHOOL CALENDAR AND ATTENDANCE**

- A. The School shall adopt a school calendar with an instructional program that meets the requirements of state law, financial guidelines, and state regulations. The fiscal year for the School will be from July 1st to June 30th. Each year the School will develop a calendar and submit it to the District by April 15<sup>th</sup>. The School's failure to provide students the minimum number of days and hours of instruction set forth in law shall constitute material violations of the Contract.
- B. The School shall adopt a plan to address chronic absenteeism, which shall include a multi-tiered system, including preventative actions and two-way communication with families, to identify students who have missed more than 10% of scheduled school days for any reason; identify barriers to attendance for these chronically absent students; and implement interventions to improve attendance. The School acknowledges that pursuant to C.R.S. § 22-33-108 the District, not the School, has standing to bring truancy cases in court when students meet the definition of "habitually truant" pursuant to C.R.S. § 22-33-102(3.5). The District agrees to accept referrals for truancy from the School for students that meet the legal definition. The District will file truancy cases in appropriate circumstances at its discretion. The School agrees to provide cooperation and assistance to the District for purposes of managing any truancy cases filed; such cooperation and assistance may include providing information about attendance, attempted interventions, academics and grades, contact with the student and family, and any other information relevant to the truancy matter and related interventions.

#### **15. TUITION**

- A. The School will not charge tuition for general education to students unless specifically permitted in state law.
- B. If the School offers Early Childhood Education (ECE) three and four year old

programming through Denver Public Schools, the School may charge tuition to the extent permitted by law and District Policy.

C. 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. The School shall waive all fees for indigent students if required by federal law, state law, or Policy JQ, unless the school submitted waiver language to the District and the District approved a waiver. 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.

## 16. FACILITIES AND LOCATION

- A. The District will help support the School's facility needs by providing for the following:
- a. Inclusion in District General Obligation Bond Elections. Pursuant to C.R.S. § 22-30.5-404, the District shall appoint a representative of charter schools to the school district's long range planning committee and any committee established by the school district to assess and prioritize the district's capital construction needs and shall notify charter schools of the appointed representative and the committee's meeting schedule. The District shall invite each charter school to a discussion regarding the possible submission of a Bond no later than June 1 of the applicable election year. The School shall have the opportunity to be considered for and included in any District General Obligation Bond Elections for charter capital construction needs, in accordance with the requirements set forth in C.R.S. § 22-30.5-404. Capital construction projects shall be consistent with the purposes set forth in C.R.S. § 22-42-102(2)(a) to (2)(a)(V). Determination of whether to include the School's request in the Bond Election is at the discretion of the District, subject to the requirements of C.R.S. § 22-30.5-404.
  - b. Provision for Independent Charter School Mill Levy. The School shall have the opportunity to request that the District submit to the eligible electors of the District the question of whether to impose a mill levy for the purpose of financing capital construction for the School in accordance with C.R.S. § 22-30.5-405. Any election called for by a special charter school mill levy shall have the costs borne by the School. Determination of whether to include the School's request in a Mill Levy Election is at the discretion of the District, unless required by law.
  - c. Facility Needs. The District shall cooperate with the School in providing information available to the District regarding available facilities, District-owned land, furniture and equipment, if any, and will consider any request of the School for the use of such resources by the School. The District shall provide upon request an annual list of available district facilities and land pursuant to C.R.S. § 22-30.5-104(7.5).
  - d. Access to District Facilities. The School shall have the right to apply to the

District for consideration for District facilities pursuant to the District's policies regarding facility allocation and co-location and the established District facility allocation and co-location processes. If a School is approved for placement in a District facility, the District shall make the space available without charging rent, and all other applicable services for operations and maintenance shall be made available at cost, according to the terms of the Facility Use Agreement. The Facility Use Agreement will outline mutual responsibilities of the School and the District that are necessary for the School to occupy a District owned facility. The term and duration of the Facility Use Agreement shall match the term and duration of the Charter Approval of the public school in that facility, subject to the terms and conditions of the Facility Use Agreement.

- e. Notice of Bond Elections. The District Board shall keep the School informed of any District Board of Education meeting at which it considers a proposed District General Obligation Bond Elections for District capital construction needs, in accordance with the requirements set forth in CRS § 22-30.5-404, or a proposed mill levy for the purpose of financing capital construction in accordance with CRS § 22-30.5-405.
- B. Location. The location of the School shall be consistent with the School Application and acceptable to the District. The School shall be located at 2280 E. 16th Avenue, Denver, CO 80206.
- C. The School may change its location only after obtaining written approval, and such approval shall not be unreasonably withheld, delayed, or conditioned, from the District Board, the Superintendent or their designee, subject to such terms and conditions as may be specified by the Board. Any change in location of the School shall be consistent with the Application and acceptable to the District.
- D. Use of District Facility by the School. If a School operates in a District facility, the School's use of such facility shall be governed by a separate Facility Use Agreement to be negotiated by the parties.
- E. Non-District Facility. 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 10 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 for school visits as described below. If the School leases or owns other property, it will be fully responsible for that property.
- F. Certificate of Occupancy. If the School is located in a private facility, it shall have the obligation to provide the District with a Certificate of Occupancy (if changed from the previous year's submittal) no later than July 1 of each year, or a mutually agreed upon date.
- G. Inspections. The District will have access at all reasonable times to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this

Contract.

- H. Impracticability of Use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School. However, if such an event occurs, the District shall use its best efforts to locate or provide an alternative facility for use by the School. In the event the School is prevented by law, public health emergency, or other disaster from making ordinary use of one or more school facilities, it may engage in appropriate remote education temporarily while working to remedy the situation or determine when a declared emergency has ended or no longer requires that its facility not be occupied by students. The School and District shall confer and collaborate in responding to such exigent circumstances. The District may require the School to submit a written plan for any extended use of remote instruction, including how the School will provide FAPE to all identified students with disabilities, and may require the School to submit a written statement, with appropriate supporting documentation, if any, on when it will be possible to resume ordinary in-person instruction.
- I. All Gender Restroom Facility. If located in a private facility, the School shall make available at least one all-gender restroom facility. If this is not possible in the current facility, the School will submit a plan to District staff to ensure that all students have adequate access to facilities.
- J. Health and Safety Information: The School shall annually provide safety information including a report of previous year's fire drills and updated emergency plans, emergency contact information, etc. on or before the annually published due date from the District.

## 17. FINANCIAL COMPLIANCE

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

upon by both parties in writing following the end of each quarter except for the fourth quarter report which shall be submitted no later than thirty (30) days following the end of the fiscal year.

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

reconciliation shall be retained by the School along with the financial audit and made available upon request. The School shall not expend any moneys in excess of the amount appropriated by resolution for a particular fund, may not adopt a budget in which non-appropriated reserves are in excess of 15% of the annual budgeted appropriations, and shall not have a deficit in the School's unassigned fund balance or proprietary fund unrestricted net position if applicable. If the School adopts a budget that the District reasonably determines, at its sole discretion, makes unreasonable estimates of expected revenue and expenses, the School shall be required to submit monthly financial information, including but not limited to statements of cash flow or documents verifying the collection of private revenue. The School shall adopt a budget and an appropriation resolution for each fund for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in accordance with C.R.S. § 22-44-105. 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.

- k. Budget Expenditures. The School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the School's budget.
- l. Allocation of Funds for At-Risk Pupils. The School shall spend 75% of at-risk funds for direct instruction of at-risk pupils or staff development associated with teaching at-risk pupils as specified in C.R.S. § 22-54-105(3)(a).
- m. School Finance Act. The School shall comply with any other requirement imposed through the School Finance Act, as amended from time to time, on charter school finances, budgeting, accounting and expenditures. The District shall provide annual notice and information regarding material changes to the School Finance Act and the parties will collaborate to assure that they each remain reasonably current on the impact of School Finance Act modifications on charter schools. The parties agree that the School retains primary responsibility for compliance with the School Finance Act.
- n. Public School Financial Transparency Act. The School shall comply with any requirements imposed through the Public School Financial Transparency Act, C.R.S. §§ 22-44-301 et seq., including but not limited to school-level reporting required by that Act.

## **18. DISTRICT FUNDING**

### **A. Revenues.**

- a. School Per Pupil Revenue Funding (PPR). In each fiscal year during the term of this Contract, the District shall provide 100% of the School's PPR to the School minus the amount of the School's proportionate share of the central administrative overhead, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement less deduction for purchased services, less other deductions as provided herein and adjusted as provided herein. District per pupil

revenues will have the meaning defined in C.R.S. § 22-30.5-112(2)(a.5) or C.R.S. § 22-30.5-112.1, whichever is applicable, and shall include, when required by law, supplemental kindergarten funding and/or Early Childhood Education (ECE) funding. Any subsequent CDE and/or CDEC audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

- b. Mill Levy Funds. The District shall pay to the School its proportionate share of all Mill Levy Override Funds, and any future mill levy funds approved by voters, for which it is eligible in accordance with the District's plan as required by C.R.S. § 22-32-108.5. The School agrees to use such funds in accordance with Board approved guidelines and ballot measure language approved by voters.
- c. Categorical Aid.
  - i. Federal: Each year the District shall provide to the School the School's proportionate share of applicable federal Every Student Succeeds Act (ESSA) funding (e.g. Title I, Title II, Title III, Title IV or Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. In order to receive the full share of Federal funding, the School must fully participate in the ESSA requirements as receiving schools for students choosing to leave an underperforming school.
  - ii. State: By January 15<sup>th</sup>, or within 15 business days of receipt of the funds if after January 15<sup>th</sup>, the District shall provide to the School the School's proportionate share of applicable State Categorical Aid, which the District receives on behalf of the School in accordance with C.R.S. § 22-30.5-112(3)(a)(III). Schools are eligible to receive the funds so long as the school is in compliance with all state and district regulations. CDE allocates Amendment 23 capital construction funds to the District on a monthly basis. Within 15 business days of receipt of Amendment 23 capital construction funds, the District shall provide to the School the School's proportionate share of the funding received by the District for which the School is eligible.
- d. Fund Distribution. The District shall distribute funds to the School pursuant to C.R.S. § 22-30.5-112(3)(a)(IV).
- e. Participation in Other District Programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of the instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter School Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for

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

- f. District Services. Except as may be expressly provided in this Contract, as set forth in any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be subject to all terms and conditions of this Contract, except as may be otherwise agreed in writing.
  - i. Special Education Services. The School shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services, multiplied by the number of students enrolled in the School. The current per pupil amount is calculated as follows: Total General Fund Expenditures for providing special education supports, including center program funding, OT/PT, Speech Language, central special education supports, and other assessments, plus additional General Fund expenditures related to hiring of special education providers, federally required translations and/or interpretations, and transportation. These gross expenditures are reduced by any applicable state revenue received, such as State ECEA, pre-K Special Ed PPR, and State Transportation. The net expenditures are divided by the District's funded pupil count to obtain the per pupil amount to apply to the school. Charges to the School may be withheld from the funding provided to the School pursuant to Section 18.A.g below. The calculation shall be agreed upon by both Parties and any changes to the calculation will be presented to the School prior to the start of the fiscal year for implementation.
  - ii. School Option to Provide Certain Specialized Services. Subject to the provisions set forth in Section 13 above and its subsections, the District and the School will enter into an agreement, subject to annual renewal, whereby the School either (a) purchases certain specialized services from the District, or (b) accepts the responsibility to provide certain specialized services directly to students for a given school year, rather than having the District provide these specialized services. Such services may include, but are not limited to, social work, nursing, and psychology services for students. The School must follow a District-provided timeline to notify the District whether the School intends to provide such services directly, or purchase services from the District. If the School is not providing specialized services directly, the School will follow District processes and procedures to request that the specialized services be provided by the District. In all cases, the School must comply with personnel licensure requirements as specified by the State of Colorado as well as any

- qualifications or credentials necessary to comply with the federal ESSA rules. The School must supply proof of credentials and qualifications to the District, for any personnel engaged to provide such services, by a deadline set by the District.
- iii. Student Information Data Processing System. The District shall provide to the School the use of the District's student information data processing system (which is currently Infinite Campus, but may be changed at the District's discretion). The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School shall use such system and shall adhere to all District directives, processes and timelines, with respect to such use. Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met including such documentation as is required to verify student enrollment. In addition, the data recorded in the student information system informs certain measures on the State SPF. The School shall install and maintain such equipment as is necessary to use such system. The District shall provide access to the system and timely support for its use as part of its role to authorize and oversee the School. At a minimum, the School will enter the following information for each student into the student information data processing system: attendance, discipline/behavior, enrollment data, and grades/transcript information.
  - iv. Direct Costs and Additional Costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §§ 22-30.5-112(2)(a.9), (b.5) or 22-30.5-112.1, if applicable, and Additional Costs as agreed upon by the School and the District pursuant to C.R.S. § 22-30.5-112.1(5). Such negotiations shall be concluded by June 15<sup>th</sup> of the year preceding that to which the costs apply or at a mutually agreed upon time by the District and the School.
  - v. Other Purchased Services. The School may request that the District negotiate for the direct purchase of District services not otherwise included in this Contract pursuant to C.R.S. §§ 22-30.5-112(2). Such negotiations shall be concluded by June 1<sup>st</sup> of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties. The School will follow District policies and procedures to request purchased services.
  - vi. Unique Services. Funding shall be adjusted for any unique services provided by the District to the School pursuant to written agreement of the Parties. Such unique services may include those outlined in the Facilities Use Agreement, referenced in Section 16, which shall be applicable should the School occupy a District owned facility.
  - g. Disbursement of PPR. The District will disburse PPR to the School using a schedule agreed upon by both Parties. The current schedule is as follows:
    - i. On the first Friday following July 17<sup>th</sup> of each District fiscal year,

twenty-five percent (25%) of the District funding provided for District Projected Enrollment, as defined and published by the District in mid-January of the previous year, shall be disbursed to the School. The District will determine projected enrollment at its sole discretion, but the School shall have the opportunity to review and negotiate the District projected enrollment before the number is finalized. It is understood and agreed that this July installment will be remitted only upon the District receiving all of the following: the School's approved budget as required by Section 17.A.j of this Contract; Certificate of Occupancy (if changed from the previous year's submittal); proof of insurance as required in Appendix E; the School's calendar; the School's board member roster; Articles of Incorporation and Bylaws (if changed from the previous year's submittal); contact information; disclosure information using forms supplied by the District; replacement policies for District policies that have been waived by the Board of Education; and, in each year following the first year of operations, proof of previous year's pension and COP payments, and fire drill records. The Parties acknowledge that such conditions placed on receipt of funds are authorized under C.R.S § 22-30.5-105(2).

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

by both Parties. The Parties also acknowledge that this payment schedule may be modified in the future due to changes in rule or statute or due to requirements from CDE to comply with existing statute. The District agrees to seek input from the District-Charter Collaborative Council on any proposed changes and to notify the School of any changes to the funding payment schedule by May 1st of the year preceding the change.

- B. Adjustment to Funding. The District's disbursement of funds will be adjusted as follows: the monthly payments beginning in January and continuing through June may be revised based on the number of FTE pupils actually enrolled at the School as determined at the October Count Date and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this Contract. The monthly funding payments for the months of January through June may also be adjusted for any services provided by this Contract. Additional adjustments to funding may be made for any subsequent monthly payments remaining in the fiscal year should CDE's calculation of the District's per pupil funding change (positive or negative.)
- C. School Payments to the District. The School shall remit its share of the District's District's PCOPS (Pension Certificate of Participation) payment no later than the 30th of the month following the month of payroll reconciliation (e.g., payment for May is due no later than June 30th). The PCOPS rate will be determined annually by the District at annually established rates consistent for all District schools, including charter schools, and will be paid by the School. PCOPS are not deducted from employee pay. The annual PCOPS rate is calculated by taking the total PCOPS obligation divided by total covered payroll. Payroll detail and computations must be provided in an acceptable format at the District's request.
- D. Legislative Rescission. To the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions or additions will be made to the School's funding by adjustment or set-off by the end of the fiscal year.
- E. Loans: The School may not, without District approval, make loans to any person or entity other than reasonable employee advances. The District shall not unreasonably withhold, condition, or delay approval of such loans.

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

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

## 20. SCHOOL OPERATION

- A. Operation as a Public School. The School shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any non-public sectarian school or religious organization.
- B. Open Meetings and Open Records Laws. The School shall comply with all parts of the Colorado Sunshine Act, C.R.S. §24-6-401 et seq. (“Open Meetings Law”) and the Colorado Open Records Act, C.R.S. §24-72-201 et seq. (“CORA”) applicable to charter schools. The District agrees that it will promptly provide the School a copy of any Colorado Open Records Act (“CORA”) or other open records request that requests information of the School. The School agrees to post notice of board meetings and agendas on the School website at least one day prior to meetings. The School agrees to post minutes of meetings at least one week after they are approved.
- C. Nondiscrimination. The School shall not discriminate against any person on the basis of race, color, gender, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, marital status, pregnancy status, veteran status, disability, genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race, including hair texture, hair type, and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.
- a. The School will identify a Title IX Coordinator, and have its own process to address and document the response to Title IX Concerns, including sexual harassment, quid pro quo harassment, sexual assault, domestic or dating violence, or stalking. The School will comply with all provisions of Title IX of the Education Amendments of 1972 (and related regulations), and any other applicable state or federal laws. Management of Title IX concerns and complaints will be the responsibility of the School, not the District.
  - b. The School will identify a Coordinator and have its own process to address and document the response to discrimination or harassment based on protected class, such as race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, parenting, or marital status, veteran status, or disability. The School will comply with all applicable state and federal laws related to harassment and discrimination, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), the Americans with Disabilities Act of 1990, (ADA), Article 34 of Title 24 of Colorado Revised Statutes; and C.R.S. 22-1-143. Management of discrimination or harassment concerns and complaints will be the responsibility of the School, not the District.
  - c. To the extent the School engages in or is alleged to have engaged in discriminatory practices, it expressly agrees, to the extent permitted by law, to defend, hold harmless and indemnify the District, its board members, officers, employees, and agents from all liability, claims and demands arising from any

suit, action, grievance, charge or proceeding, pursuant to this Contract.

- D. Operational Powers. The School will be responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract and under law, including the Charter Schools Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for school purposes; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. Any borrowing above five percent (5%) of the School's budget will be subject to prior District approval.
- E. Authority of Governing Body. The School's governing body shall have full authority and responsibility, including ultimate responsibility for school fiscal, legal and contractual compliance matters, as is appropriate to a Colorado charter school and Colorado nonprofit corporation and all authority and responsibility necessary or proper to exercise the powers granted by this Contract or by law. The School's governing body shall have, understand, and meet the fiduciary duties imposed on such bodies by operation of law and shall, conversely, enjoy all individual immunities from liability provided by law including, without limitation, the immunities of the Colorado Governmental Immunity Act, Part 10 of Title 24, C.R.S. Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.
- F. Administrative Records. The School will maintain all administrative records, including student academic and personnel records, required by law and District policies and procedures, to the extent no waivers apply. In particular, the School shall maintain such student records as the District maintains through its student information applications and shall use the District's student information data processing system to maintain such records. In addition, the School agrees to maintain all official personnel records including background checks and official documents verifying the qualification requirements for teachers and other applicable personnel under state and federal law, subject to any waivers obtained by the School. The School agrees to make all administrative and student records promptly available to the District upon request.
- a. The School shall comply with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
  - b. All records established and maintained in accordance with the provisions of this Contract, subject to applicable legal exceptions, and to the limitations set forth below, shall be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to:
    - a. School records, including but not limited to: student cumulative files, policies, special education and related services;
    - b. Financial records;
    - c. Educational program records, including test administration procedures and student protocols;
    - d. Personnel records, including evidence of requisite criminal background checks;

- e. School operations records, including health, safety and occupancy requirements;
  - f. Facility inspection records; and
  - g. Board minutes, meeting notices, agendas, other records, and communications.
- c. Notwithstanding anything to the contrary herein, the District shall not have access to documents constituting communications with the School's attorney and which are protected by attorney-client privilege, or attorney work product doctrine; or documents that would otherwise be executive session minutes or recordings, or attorney-client consultation in executive session or subject to work product exception relating to negotiations with the District.
- G. No Encumbrances. During the term of this Contract, the School will not encumber to any third party any of its assets purchased with public funds received as a result of operating within the District without the written permission of the District. The District shall approve any reasonable requests as determined by the District.
- H. Procurement: The Charter Board shall adopt and approve a procurement policy that establishes competitive bidding requirements consistent with sound exercise of the Charter Board's fiduciary duties. The School shall contract for services, supplies, materials, and equipment consistent with its procurement policies including the competitive bidding provisions.

## 21. EMPLOYMENT MATTERS

- A. No Employee or Agency Relationship. Neither the School nor its employees, agents or contractors are employees or agents of the District; and neither the District nor its employees, agents nor contractors are employees or agents of the School. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Contract.
- B. Pension and Benefit Plan. Pursuant to C.R.S. § 22-30.5-111(3), employees working at the School shall be members of the Public Employees Retirement Association (PERA). No later than the last workday of each month during the term of this Contract, the School shall remit employer and employee contributions directly to PERA. Such contributions shall be subject to annual revision in accordance with the requirements of the Retirement Plan. PERA rules and regulations shall govern benefits for School employees participating in PERA, as amended from time to time. The School agrees to identify and inform the District and PERA of employees of the School and changes in the identity of employees of the School.
- C. District Teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from their employment with the District and may be eligible for two additional one-year leaves of absence upon mutual agreement between the teacher and the District. The status of any teacher in the District employed by the School will not be affected by such employment; however, the period of

time a teacher is employed by the School will not be considered for purposes of calculating District employment time, District salary, or probationary time, or for similar purposes. At the end of three consecutive one-year leaves of absence, the relationship between the teacher and the District will be determined by the District.

- D. Teacher Membership in Professional Organizations. Teachers at the School have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of a teacher in or financial support for any organization shall not be required as a condition of employment with the School.
- E. Background Checks. The School agrees to obtain and retain copies of background checks for all employees, board members, and all agents who provide services to students and/or have access to student data, which must be procured through the submittal of fingerprints. The School shall give notice to the District of any employee or agent it finds who has a prior conviction of a felony and of any employee or agent who is convicted of a felony during the term of an employee's employment. The District may conduct background checks of School employees or agents as it deems necessary for the health and safety of students. The School may request that the District provide fingerprinting services to assist with conducting personnel background checks, as well as drug-screening services, should the School desire such services. Such services would be provided to the School at cost, per terms agreed to by the School and District. The school will conduct background checks as required by State and federal 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.
- F. Mandated Reporter. The School understands that all of its employees, board members, agents and contractors are mandatory reporters under Colorado state law, and that the School shall be responsible for ensuring that the appropriate training is delivered. The School shall attest to the completion of mandatory reporter training as a part of the Fall Governance Submission.

## **22. FAILURE TO MEET OBJECTIVES, BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION**

- A. Failure to Meet Objectives. If the District reasonably determines that there is a substantial likelihood that the School will (a) fail to meet or make adequate progress toward achievement of the goals, objectives, content standards, pupil performance standards, targets for the measures used to determine the levels of attainment of the Performance Objectives, applicable federal requirements, or other contract terms, (b) fail to meet generally accepted standards of fiscal management, (c) fail to comply with District policies and/or any provision of law from which the charter school was not specifically exempted, (d) commit a material violation of any of the conditions, standards, or procedures set forth in this contract or (e) fail to address concerns regarding the health and safety of students and staff at the School, the District may require remedial action. In that event, the District may issue a Notice of Concern and the School shall address any recommended remedial actions by the deadline in the Notice, which shall not be less than one week.
  - 1. As part of the Notice of Concern, the District may require that the School identify

specific interim performance objectives to be set and that this Contract be amended to include these interim performance objectives. These objectives must be agreed upon by the School and District and this right shall not supersede other rights provided around District action. If the School disputes these requirements, the School and District shall undergo the Dispute Resolution Process described in Section 25 of this Contract.

2. The School acknowledges that achieving the Performance Objectives and complying with the material terms of this Contract is critical to meeting the needs of students in the District. The School shall actively monitor its own progress towards achieving the Performance Objectives and any benchmarks outlined in a Notice of Concern, as applicable. If the School continues to fail to meet the Performance Objectives, the School agrees that its Board will consider the option of relinquishing this Contract. Further, the School acknowledges that a failure to meet the Performance Objectives is a material breach of this Contract.

B. Request for Exercise of Emergency Powers. A Notice of Concern shall not be required for a District Request for Exercise of Emergency Powers as set forth in C.R.S. §§ 22-30.5-701 et seq. 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. 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.

C. The grounds and procedures for termination of this Contract and dissolution of the School will be as follows:

- a. Termination by the District. This Contract may be terminated, after written notice to the School, and the charter revoked by the Board upon recommendation of the Superintendent. Any termination or revocation shall take effect after the School has had the opportunity to exhaust its appeals to the State Board of Education. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current semester, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. The Contract may be terminated for any of the following reasons:
  - i. The School materially violates any terms of the charter contract and fails after a reasonable period of time to substantially cure the violation;
  - ii. The School meets any of the grounds for revocation provided for under the Charter Schools Act as they exist now or may be amended (C.R.S. § 22-30.5-110(3)-(3.5));
  - iii. If the School is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for two consecutive years and the School fails to provide evidence acceptable to the District Board that the School is making sufficient improvement to attain a higher accreditation category within two school years or the School is required to submit a turnaround plan

- pursuant to C.R.S. § 22-11-210(2) for a third consecutive school year;
- iv. The School is designated for closure under Administration Policy ABA, School Performance Compact, unless that policy is rescinded by the District. All sections of the School Performance Compact apply to the School; or
  - v. The School is bankrupt or insolvent.
- b. Other Remedies. The District may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.
  - c. Termination by the School. Should the School choose to terminate this Contract before the end of the contract term, it may do so, after consultation with the District, and if the decision to terminate is announced before the close of the SchoolChoice Round 1 window for the subsequent school year. The School will provide written notice to the District Board within forty-eight (48) hours of the School making the termination decision. The School will make a good faith effort to support the School's enrolled families in participating in the SchoolChoice window for the subsequent school year.
  - d. Dissolution. Upon termination of this Contract for any reason by the District Board, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, District staff will supervise and have authority to conduct the winding up of the business and other affairs of the School, in collaboration with the School; provided, however, that in doing so the District will not be responsible for and will not assume any liability incurred by the School beyond funds allocated to it by the District under this Contract. School personnel and its governing body shall cooperate fully with the winding up of the affairs of the School in accordance with the District's school closure policies and protocols and all applicable laws.
  - e. Disposition of School's Assets upon Termination or Dissolution. Upon termination of this Contract for any reason or if the School should cease operations or otherwise dissolve, then, 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 the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School from another entity. Assets not purchased with public funding provided by the District shall be considered property of the School unless otherwise identified by a donor or grantor in writing.

## **23. TRANSPORTATION**

- A. Unless otherwise agreed to with the District, any transportation of students to the School (other than special education students who require transportation as a related service or qualified students pursuant to the McKinney-Vento Homeless Assistance Act) will be the sole responsibility of the School, in accordance with the Application. Except to the extent set forth in the Application or as it is authorized hereafter in writing by the Board, the School shall not impose a transportation fee.

- B. The School, if the District agrees, may purchase transportation services from the District at cost. If the School purchases transportation services from the District, then the School and the District shall develop a transportation plan.
- C. If the School is located in a District owned facility and participates in a district designed enrollment boundary or enrollment zone, it will be required to provide transportation unless it receives an annual exemption in writing from the District Operations Division. The District will notify Schools of exemptions no later than May 1. The School may purchase DPS transportation services. The procedures and costs will be set in a separate service level agreement. As an alternative, the School may provide transportation independently or through a third-party provider, if it provides a transportation plan demonstrating that service levels meet the expectations set in DPS Administration Policy EEA and Regulation EEA-R. The School's transportation plan will be approved at the District's discretion. If the school purchases DPS transportation, the School must set bell times in accordance with District requirements.

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

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

## **25. DISPUTE RESOLUTION PROCESS**

- A. All disputes arising out of the implementation of this Contract, including but not limited to disputes regarding interim performance objectives proposed as amendments to this Contract as the result of a Notice of Concern, shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.
  - a. Informal Negotiation. If a dispute arises between the District and the School relating to the implementation of this Contract, authorized representatives of the District and the School will meet at the request of either party to discuss a resolution to the dispute.
  - b. Formal Notification of Dispute. If the dispute is not resolved, and as soon as a party determines, in its judgment and discretion, that further informal negotiations will be futile or unduly delayed, either party may submit to the other a written notice identifying the specific action with which it disagrees, any contract provision which it alleges was violated, and specific corrective action it wishes the other party to take. In any event, such notice shall be given no later than ninety (90) calendar days after the date at which a disputed action was taken and the complaining party knew, or in the exercise of reasonable diligence should have known, of the disputed action.
  - c. Non-Binding Arbitration. If the Parties are unable to negotiate a resolution to the dispute within ten (10) days of receipt of such notice, either party may request non-binding arbitration. The party making the request will notify the other party of the request in writing. Within one week of receipt of notice by the other party, the authorized representatives of the Parties will attempt to agree on an arbitrator.

If they reach no agreement within one week after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

- d. Procedure. The arbitrator will conduct a hearing limited to the issues raised in the notice required by Section 25.A.b above. The arbitrator will have authority to make procedural rules and will issue a report to the Parties within thirty (30) days after the close of the hearing. Such report shall contain findings and a recommendation regarding the issue(s) in dispute. The arbitrator's recommendation shall be forwarded confidentially to the District, with a confidential copy to the School. After receipt of the arbitrator's recommendation, the Parties may meet to discuss a resolution to the dispute.
- e. District Board Action. If the Parties are unable to negotiate a resolution, the District Board shall in turn make a decision on the matter and release the arbitrator's recommendation. For purpose of this Contract, the release of such finding, pursuant to C.R.S. § 22-30.5-107.5(3)(b), shall mean the same date as the District Board releases its decision. The District Board's action on the recommendation shall be final and binding, subject only to such appeal as may be authorized by law.
- f. District's Authority. The dispute resolution process set forth in this Contract shall not be required prior to the exercise of any contractual right or authority by the District or its District Board, including remedial authority for any breach of this Contract.
- g. Costs Shared. The Parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

## 26. WAIVERS

### A. Waivers of State Law

- a. The School is responsible for providing adequate replacement policy language demonstrating that the School will meet the intent of the statute for each state statute from which the School is requesting a non-automatic waiver. All non-automatic waiver requests are subject to District and State approval. For automatic waivers, execution of this Contract will confirm that the School enjoys all automatic waivers by operation of law and the School attests that its practice will be aligned with the intent of the waived state statutes listed in Appendix C. The School is exempt from compliance with waived statutes and any procedures and rules implementing those statutes. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- b. **Subsequent Waiver Requests**. The School may request additional non-automatic waivers. Upon receipt of such a 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 Board first approves the request. District approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the District does not agree to join the School's waiver request or imposes conditions upon the School with respect to such requests, representatives of the Parties shall meet to negotiate the effect of State Board action to approve the request.

B. Waivers of District Policies, Procedures, and Rules.

- a. The School may submit to the District requests for waivers of District policies. The School is responsible for providing adequate replacement policy language demonstrating that the School will meet the intent of the District policy for each policy the School seeks to waive, other than those policies defined as "automatic waivers" by the District. District approval shall not be unreasonably withheld provided the School has submitted adequate replacement policy language. The School is exempt from compliance with waived policies and any procedures and rules implementing those policies. The School has requested and obtained the District policy waivers listed in Appendix D. The School must follow all non-waived policies. Note: in the event a non-waived policy refers to "employees" that policy shall apply to all employees and independent contractors or particular employees of contractors who provide direct services to students or who have regular, but not incidental contact with students at least once a month providing services to students of the School.
- b. **Subsequent District Waiver Requests.** The School may make subsequent requests for waivers from District policies following execution of this Contract. Upon receipt of such a 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 will grant subsequent waivers of District policies only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

- C. Compliance with Statutory Intent Through Substitute Policies. The School will comply with the intent of waived statutes, rules or policies, through maintenance of and compliance with substitute policies, rules or commitments made in connection with any waiver of state statutes, state board rules, and District policies.

## 27. NOTICE

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

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

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

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

To the School:  
French American School of Denver  
2280 E. 16th Avenue,  
Denver, CO 80206.

Copy To:  
Julia Erlbaum  
2350 N. Gaylord Street,  
Denver 80205

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective July 1, 2025.

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

ATTEST:

By: /s/   
President, Board of Education

By: /s/   
Secretary, Board of Education

FRENCH AMERICAN SCHOOL OF DENVER  
By: /s/   
Chairperson/President

ATTEST:

By: /s/   
Kathy Duran (Apr 29, 2025 12:32 MDT)  
School Official

*/s/ First MI Last\**

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

## APPENDIX A - School Application

### Renewal Application: School Overview

School Name:	French American School of Denver
Principal	Sandra Bea
Executive Director/CEO (if applicable)	n/a
Chair, Board of Directors:	Julia Erlbaum

#### Section 1: Executive Summary

**Question 1:** What is the school’s mission?

The charter contract includes the school/network mission (see contract section and 2) characteristics of the educational program (see contract section 9).

**Below, please include the language that you would like to be used to prepare your school specific contract.** For network schools, these statements should apply to all network schools.

**School Response:** In the Fall of 2018, several motivated parents sought to create Denver’s first public language immersion school for students wanting to become bilingual and bi-literate in French. In the Fall of 202, this dream became a reality and FASDenver opened its doors to students grades K-3.

The French American School of Denver’s mission is to develop bilingual, bi-literate learners through a French language immersion curriculum meeting the highest educational standards of the United States and France and delivered in a highly diverse learning environment that promotes critical thinking, creativity, and empathy.

To achieve the mission of the school, the French American School of Denver established these core values:

- **Rigor.** Our language-immersion curriculum in French and English prepares students for top-performing high schools and universities worldwide.
- **Well-roundedness.** Our students are encouraged to pursue their unique strengths, passions, and talents through a globally-minded curriculum that promotes multiculturalism, the arts, and technology.
- **Diversity.** Our students and staff participate in a diverse community through continual civic engagement and global outreach.
- **Collaboration.** Students, parents, faculty, and administrators have unique and distinct roles and responsibilities to build a strong and vibrant school community. Students in particular will be invited into decision-making processes to give them the opportunity to develop leadership, communication skills, and conflict management skills.
- **Educational equality.** Additional support will be provided to all students with a demonstrated need to help ensure they can achieve academic success.

The French American School of Denver obtains its French curriculum directly from France and combines it with research-based English curricula in math, science, social studies, and language arts that meet

Colorado academic standards.

Note: The French American School of Denver would like its charter contract in English.

**Question 2:** If the school has any other guiding organizational principles, such as a vision, core values, or educational approaches, please include them below.

**School response:** The intention of FASD is to serve a student population interested in school choice, global education, and foreign language acquisition and/or foreign language retention. Our school's vision is to be a premier bilingual educational institution that prepares students for success in local and international high schools and universities; inspires them to pursue personal and professional opportunities around the world; and encourages them to be lifelong learners and community leaders who can connect with others in one of the world's most widely-spoken and influential languages. The school recruits its staff from many countries around the world, incorporating diverse cultural experiences and global perspectives into the FASDenver community. To achieve this, the entire staff frequently engages in discussions to identify and integrate the most effective aspects of both the French and US educational systems, blending them into our unique "French American" school culture.

Students and staff identified core values to guide daily expectations for all FASD students and staff using the acronym "FASD ROCKS" which stands for Respect, Openness, Community Pride, and Kindness. In concert with the student motto, "We respect ourselves, one another, and our community. We make the world better with our words, actions, and ideas," clear school expectations for everyone are present and everyone has a voice in their sustainability. The goal is to create young lifelong learners who are well-equipped to be ambassadors for themselves and others, community contributors, and self-reliant, capable citizens. [FASD Foundation Behaviors Chart](#)

**Question 3:** What are the school's major important strategies (MIS) for SY 24-25? What are the root causes that these strategies are intended to address?

Please note that this question is intended to align with the Unified Improvement Plan (UIP). The school may use the exact language that is submitted in the UIP. If the school updates a MIS in the final UIP submission, please email [authorizing@dpsk12.org](mailto:authorizing@dpsk12.org).

**School response:** For the 2024-25 school year, the school's major improvement strategies (MIS) with detailed descriptions are:

- **Improve Application of Multi-Lingual Educational Best Practices** - A clear definition of the French American School of Denver Multi-Lingual Best Practices needs to be completed and communicated with all teaching staff, both French and English teachers. Success encompasses the use of visual aids, oral language practice, interactions among students and teachers, purposeful differentiation, and intentional formative assessment to impact the effective transference of literacy skills to English Language Arts. Success will create a common reference between the two languages that is meaningful to students and increases comprehension and retention. English teachers and French teachers will continue to work cooperatively to improve the vertical and horizontal alignment of state standards with the National French Ministry Curriculum. The teachers will ensure that Colorado Academic Standards are being taught at the right time of year and to sufficient depth for student proficiency. The teachers will ensure that French Competencies are being met per the French Ministry of Education guidelines.
- **Improve Targeted Instructional Support for Struggling Students** - Support and follow-up for

students who need additional, targeted instructional support will be carefully scheduled, monitored, and reported. Teachers, along with support staff will clearly target the specific needs of each student, ensuring that each student reaches his/her academic potential. Targeted instructional support will occur in the classroom to supplement the ongoing English/French instruction and further support the transference of skills from one language to another.

The Root Causes that these strategies are to address are:

- **Insufficient Application of Multi-Lingual Educational Best Practices** - Insufficient use of visual aids, oral language practice, interactions among teachers and students, and purposeful differentiation impacts the effective transference of literacy skills and math skills to English content.
- **Inconsistent Use of Specific Oral Language Best Practices** - Inconsistent use and application of higher-level questioning between teachers and students to promote deeper thinking and content mastery. Inconsistent planning and integration in lessons for student-to-student discourse in the target language.
- **Insufficient Early Identification and Follow-Up for Struggling Students with Absences** - Insufficient early identification and follow-up for struggling students with absences at bi-monthly classroom data meetings and a lack of including absence data as a part of the intervention process.

When reviewing interim assessment data, achievement and growth results show potential for meeting state and school expectations. In August/September, the school will receive its first School Performance Framework as a result of three consecutive years of CMAS data. The identified areas stated in the Root Causes are evidence of the nuanced work the school would like to focus on to ensure all students are meeting academic standards. In addition, school leadership has identified its [2024-25 Professional Development Goals and Annual Plan](#) to achieve these Major Improvement Strategies. These MIS and Root Causes are reflected in the FASD Black Excellence Plan.

If there are any changes to these MIS and Root Causes between now and the final submission of the FASDenver UIP in October, the School Director will send those changes to the DPS Authorizing & Accountability Department.

**Question 4:** We would like to know how the school is supporting Black and African American students in line with the Black Excellence Resolution. Please include the link to your most recent BER plan.

**School response:** Our school is deeply committed to supporting Black and African American students in alignment with the Black Excellence Resolution. We have implemented a multifaceted plan that encompasses academic support, cultural enrichment, and community engagement to ensure the success and well-being of our Black and African American students.

*Academic Support*

- **Curriculum Enhancements:** Our curriculum includes diverse perspectives and materials that reflect the contributions and experiences of Black and African American individuals. This approach aims to foster a more inclusive and engaging learning environment.

*Cultural Enrichment*

- **Cultural Competency Training:** We offer ongoing professional development for our staff to enhance their cultural competency and ensure they are equipped to support the diverse needs of our students.

### *Community Engagement*

- Family and Community Partnerships: We actively engage with families and community organizations to create a supportive network for our students, including celebrating multicultural perspectives.

### *Measurable Outcomes*

- Data-Driven Approach: We regularly collect and analyze data on the academic performance, attendance, and disciplinary actions of our Black and African American students. This data informs our practices and helps us identify areas for improvement.
- Annual Reviews: Our strategic plan, which includes academic, social emotional, cultural, and learning environment goals, is reviewed annually to assess its effectiveness and make necessary adjustments. This review includes feedback from students, parents, and staff to ensure we are meeting our goals.

Please find the link to our most recent Black Excellence Resolution plan here:

[FASD 2023-24 Black Excellence Resolution Plan](#)

We are committed to continuous improvement and welcome any feedback or suggestions on how we can better support our Black and African American students.

## Section 2: School Culture

**Question 5:** Briefly describe the school vision for culture.

**School response:** FASDenver creates a collaborative school culture of mutual respect, community pride, and openness. These goals align with our mission and vision and promote an environment of achievement for faculty, staff, and students. When students feel respected, they have more success in school academically and behaviorally. On a daily basis, students feel they are an integral part of their classroom culture, giving them first-hand experience learning to be a part of a different culture and to apply, understand, and expand this knowledge and experience to their community and global cultural experiences.

Education begins with a fundamental bedrock of well-being. Children learn and connect with others when they feel safe, cared for, and understood by the educational community supporting them. At FASDenver, specific social-emotional programs like “Zones of Regulation” are used to support the “whole child” and give our students the tools to cope with today’s complex world. In partnership with our families, FASD strives to help our students discover who they are, guide them, challenge them, encourage them, and nurture them. Our language-immersion model drives student culture. When a visitor walks into the school, they immediately notice signs in French and English, will likely hear conversations among students and staff in French, and see the hallways decorated with the 29 Francophone country flags. Each day, students wear uniforms. We believe school uniforms play an essential role in building school culture and community and improving learning by reducing distractions. Uniforms also make socio-economic differences among students less prominent, and consequently, help enable scholarly development.

**Question 6:** Describe the school’s systems and routines in place to support the whole child, including:

- The frequency of structures (i.e. weekly all school meetings, daily community circles)
- SEL programming/curriculums
- Staffing levels for school psychologists/social workers and nursing, and behavior interventions.
- In addition, please include a brief description of any tools used to monitor student wellbeing, either as text or by including the link address below.

**School response:** School leaders greet students daily as they arrive and depart from school, with one school leader at the main school entrance and another at the car line. This daily routine ensures students start and end their day with a sense of welcome and connection, fostering a positive school climate and supporting overall wellness.

A 15-minute morning meeting in class at the start of the school day is a hallmark of our school. The morning meeting is a way for students to prepare for the school day, allowing them to practice their French language in a social setting. It provides teachers a way to learn more about their students and anything that occurred outside of school that could affect a student's performance or behavior in school that day. The morning meeting nurtures a sense of community and fosters openness, contributing to the emotional and social well-being of students.

Daily PA announcements led by students follow the morning meeting time. Similarly, the day ends with either a formal or informal "community circle" where individual students or the whole class summarize key events of the day and bring closure to the day's learning activities. This also provides the time to celebrate classmate birthdays and other events important in classroom and school life, promoting a sense of belonging and emotional safety.

Approximately every other month, the School Director visits each classroom to share information essential for the school community, as there is not sufficient space to hold an all-school assembly. A year-long field trip form is obtained for each student, providing parent/guardian permission for the class to be able to walk to City Park located directly across the street at any time throughout the school year. This allows classroom teachers the flexibility to have physical education in the park, lunch in the park, science class in the park, and many other activities that take advantage of the school's location, supporting physical health, outdoor exploration, and a connection to nature, which are key aspects of the whole child approach. Kindergarten classes go to the park every Friday as part of their weekly routine. The school is conveniently located across from the Denver Zoo and the Denver Museum of Nature and Science, providing easy access to enhance science lessons and special learning units, such as "The Sites and Sounds of the Desert/Rain Forest." These frequent outings and integrated learning experiences enrich students' understanding of the world and contribute to their intellectual and physical well-being.

The entire staff, both instructional and non-instructional, are trained in Zones of Regulation, ensuring that common language to describe "big emotions that smaller people have" is used throughout the school. The School Social Worker schedules and plans regular visits to every classroom for special [Zones of Regulation lessons](#) and honors any special requests from teachers for classroom circles and specific lesson topics that support social-emotional learning. This consistency helps build emotional literacy and self-regulation skills, critical components of whole child development.

The school contracts with DPS for its Social Worker and School Psychologist, at 0.8 FTE and 0.2 FTE respectively. For the coming school year, the school psychologist is scheduled at the school every Monday, and the social worker is scheduled at the school Tuesday through Friday, providing socio-emotional/behavioral support every day of the week. The school contracts with DPS for a School Nurse as well. The school nurse has been scheduled as a 0.2 FTE or once a week but will be scheduled twice a week or 0.4 FTE for the 2024-25 school year as a result of increased enrollment. These staffing levels ensure that students have regular access to mental health and medical support, integral to their overall well-being.

The Zones of Regulation charts referred to in Question 10 are used during the morning meetings to determine "how students are arriving" as a proactive way to support student behavior and student life events. Students are encouraged to identify at least one trusted adult in the school they can turn to when

needing support in dealing with an issue or to check in with during the school day. The [FASD Foundation Behavior Chart](#) is referenced by classroom teachers, who handle the majority of the behavior interventions with their students, guiding them in behavioral expectations and how to monitor and adjust their behavior accordingly. This provides students with the ability to develop self-regulation skills they will always be able to use as they grow and mature.

The [Behavior Intervention Chart](#) was created in concert with FASD staff to provide clear guidance on interventions, responsibilities, and proper adult responses when behaviors escalate. It is intended to be used proactively and is tied to the PBiS reporting system within the Bloomz communication platform used by FASDenver. The school is working on better utilization of Bloomz’s PBIS reporting system in the coming school year to enhance consistent, clear communication among teachers, families, and school administration. As needed, the school may provide a student with a general education behavioral plan created in cooperation with parents/guardians to help students overcome a specific issue or behavioral challenge.

Additionally, we use a variety of tools to monitor student well-being, including regular SEL assessments and the use of digital platforms for tracking student behavior and emotional health. These tools help us to identify students in need of additional support and to provide timely interventions, ensuring a comprehensive approach to supporting the whole child.

**Question 7:** Discuss the discipline data you currently have from the most recent school year, including strengths and any shifts underway based on your analysis. In your discussion, please include the strategies you are implementing to address any disproportionate numbers. Please consider subgroups (MLE, FRL, SPED, Students of Color, Black and African American students).

**School response:** During the 2023-24 school year, the school had two behavior incidents reported in its discipline data. Both of these incidents involved the same student, one for an in-school suspension and one for an out-of-school suspension. Both incidents closely involved the parent of the student, social-emotional staff support, and continued, increased MTSS-tiered support in the classroom. The entire team of adults involved, along with the parent, were able to identify key interventions that accelerated the student’s de-escalation, put into place for the remainder of the school year, and mitigated any additional disciplinary action. Based on assessment results, the student qualified for an IEP which was prepared and the IEP meeting held with the parent in May. It was determined that structured, professional support was needed to support the student in overcoming some of the trauma-based reactions and behaviors moving into the next school year.

FASD Suspensions by Ethnicity  
2023-24

Ethnicity	In-House Suspensions	Out of School Suspensions
Caucasian	0	0
Hispanic	0	0
Black/African Am.	1	1

Asian/Pacific Is.	0	0
Two More Races	0	0
Undefined	0	0

When reviewing the classroom discipline issues that are handled at the school on a routine basis, there is not any specific group of students based on gender, nationality, race, etc. who receive higher numbers of interventions/redirection from their teachers and/or are sent to the office. This indicates to the staff and school administration that the [Foundation Behavior Chart](#) along with the [Behavior Intervention Chart](#) provide guidance for both students and staff in handling day-to-day behavioral issues. The ultimate goal for FASD staff is to provide students with the means to resolve conflict in a positive manner as they grow and mature, being able to deal with issues as they arise. We want our students to be self-sufficient. The FASD staff have noted the Behavior Intervention Chart gives them the confidence and guidance they need in dealing with behavior issues and they know what the next steps will be. They like the consistency it provides as all students have at least two teachers, sometimes more, throughout their school day. All FASD staff provide the same expectations for FASD students. Both of these documents are provided to FASD families in the Parent Student Handbook, giving them the same information as FASD staff members. According to the most recent Parent Survey conducted by the SAC, 95% of parents think the discipline system at FASD is “Just Right”.

- As part of our positive, proactive approach to discipline, strategies we continue to implement include:
- Cultural Competence Training: All staff undergo regular training to enhance their understanding and responsiveness to the cultural and individual needs of students from diverse backgrounds. This helps prevent implicit biases from influencing disciplinary actions.
  - Restorative Practices: We integrate restorative practices to address conflicts and behavioral issues, focusing on repairing harm and restoring relationships rather than punitive measures. This approach has shown positive outcomes in reducing repeat incidents and fostering a supportive school environment.
  - Targeted Support: For students identified as requiring additional support, including those in the subgroups mentioned, we provide targeted interventions through our MTSS framework. This includes academic and behavioral support tailored to individual needs, ensuring that each student receives the necessary resources to succeed.
  - Data-Driven Decision Making: We use data to continually assess the effectiveness of our discipline policies and practices. This allows us to identify any emerging trends or disparities and adjust our strategies accordingly.

**Question 8:** Describe the strategies the school uses to involve parents in the school and seek family input in decision making, including the School Accountability Committee (SAC). Please specify the SAC meeting dates and member composition for the current school year.<sup>1</sup>

Please include a brief summary of the timeline and process used to select SAC members. We know that most schools have multiple family groups. Please specify which group fulfills the requirements in state statute for a School Accountability Committee, if it is called something different at the school.

**School response:** The French American School of Denver (FASD) actively involves parents and seeks

<sup>1</sup> We are asking for the roles identified by state statute, such as “teacher” or “family member,” not the names of individuals.

family input through various strategies, including the School Accountability Committee (SAC).

*Communication Platforms and Parental Engagement*

FASD uses the Bloomz communication platform to ensure all families receive timely information in their preferred language via text, email, or both. This platform facilitates direct communication between parents, teachers, and school administration.

*Summer and Registration Activities*

During the summer, parent volunteers serve as “summer liaisons,” organizing informal gatherings for new families to foster community connections. On Registration Day, new families complete necessary paperwork, ask questions and learn about school processes, including volunteer opportunities.

*Back to School Night and Volunteer Opportunities*

At Back to School Night, the PTO and teachers present various volunteer opportunities. Parents can sign up for roles such as Room Parent, helping coordinate classroom activities and field trips.

*Regular Updates and Surveys*

Until recently, the School Director sent a newsletter every Sunday with updates on school events, academic achievements, and other important information. The PTO and SAC also contribute to this newsletter. Additionally, the administration conducts short surveys to gather family and staff input on potential changes or new initiatives. Going forward, our new School Director will release the weekly newsletter every Wednesday.

*School Accountability Committee (SAC)*

The SAC plays a crucial role in school accountability and decision-making.

Selection Process and Member Composition:

- Returning SAC members are contacted by the School Director to confirm their continued interest.
- New members are recruited based on interest, involvement, and recommendations from the Board or School Director.
- In 2023-24, SAC included parents, teachers, and community members, with efforts to have both a French and an English content teacher represented.
- Members are added based on (1) interest, (2) demonstrated involvement and commitment to the school, and (3) recommendation from FASD Board members and/or the School Director.
- All SAC members receive the overview of the [responsibilities of the School Accountability Committee](#) and these responsibilities are reviewed at different times throughout the school year.

Current FASD SAC Member Composition [2023-24]

Female	Male	Grade Level of Parents	Professions	Native French Speaker
8	3	K: 1 1st: N/A 2nd: 2 3rd: N/A 4th: N/A 5th: 2 Multiple: 5	Russian Interpreter, Human Resources, Educator, Marketing, Internet Tech, Homemaker, Business Owner,	4

		[Grades 1, 2, 4, and 5 represented]	Office Manager, School Director	
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Meeting Schedule:

- Last year’s meeting schedule can be found here: [2023-24 SAC Meeting Schedule](#)
- For the 2024-25 school year, SAC will meet bi-monthly, with additional meetings scheduled as needed.
- The first SAC meeting is in mid-September, focusing on reviewing STAR Interim Assessments and the draft UIP.

Challenges and Improvements

In 2023-24, it was challenging to secure teacher volunteers for SAC after a key member returned to France. For 2024-25, FASD is planning a new approach with one French and one English content teacher meeting monthly with the School Director to provide staff input and participate in SAC activities.

SAC Meeting Dates for 2024-25:

1. September 10, 2024: Initial meeting and assessment review
2. November 12, 2024
3. January 14, 2025
4. March 11, 2025
5. May 13, 2025

The SAC ensures parent and teacher voices are heard in school decision-making, fulfilling state statute requirements and enhancing the collaborative environment at FASD.

**Section 3: Educational Program**

**Question 9:** Briefly describe the school vision for instruction.

**School response:** FASDenver utilizes a [two-way immersion \(TWI\) model](#), a specific type of dual-language education that allows students to learn a second language while continuing to develop their first language. While TWI programs vary in implementation, fidelity to the model includes the following characteristics: instruction in two languages, one language at a time, and peer-to-peer facilitated language sharing. Students are engaged and in charge of their own learning, and take an interest in their academic success. As a French language immersion school, there is a focus on world geography and history, supporting student curiosity and exploration of the world and the unique contributions and opportunities available for them to discover.

The language immersion structure is based on a gradual release model where students are highly immersed in the target language in the early grades, gradually lowering the percentage of target language immersion as the student progresses, but increasing target language complexity. The target language immersion percentages are as follows:

- Kindergarten - 90% instruction in French
- 1st and 2nd Grade - 80% instruction in French
- 3rd thru 5th Grade - 70% instruction in French
- 6th thru 8th Grade - 50% instruction in French

As we remind our FASD families, we do not teach French, we teach “in French.” Combined with the research-based curriculum that meets the Colorado Academic Standards, our goal is students have the

ability to attend any US high school or international high school. To that end, the French American School of Denver maintains two grade reporting systems, (1) a standards-based grade report on Infinite Campus to meet Colorado Department of Education requirements with a [summary grade report](#) for parents and (2) the French Ministry of Education summary grade report by cycle, the Cahier de suivi de l'élève, currently for [Cycle 1](#), [Cycle 2](#), and [Cycle 3](#). If a student is returning to a French school, this grade competency report is recognized by all French Ministry of Education schools.

**Question 10:** Discuss any intervention (MTSS or RTI) or acceleration programs (GT) available for students at the school. How are students identified for academic/behavior interventions and supported in their needs? How are students identified for Advanced Learning Plans (APLs) and supported in their goals?

**School response:** Students can be identified for [MTSS intervention](#) by a teacher, other staff member, or parent based on academic, behavioral, and/or emotional needs. Specific goals are identified in a meeting with the School Director, parent(s)/guardian(s), and the classroom teachers (French and English). Progress monitoring frequency is also established with a target date for a follow-up meeting, 45-60 days from the initial MTSS meeting. At the bi-monthly data meetings, the classroom teacher shares the progress monitoring notes taken over the past two weeks along with any formative assessment data. Necessary adjustments are identified and discussed for implementation over the next two-week period. Prior to the follow-up MTSS meeting with parents/guardians, the classroom teachers and School Director gather student work samples, assessment data, and review progress monitoring notes to prepare a proposal. The proposal for next steps is shared with the parent/guardian, either a referral to the Special Education team for further assessment (IEP/504) or a reduced level of Tier 2 classroom support for a specified period of time. Targeted small group/individual reading intervention will be available for identified students in the coming school year due to staffing availability, an unmet need over the past two years.

Drawing from a documented [MTSS framework](#), we provide layers of support to ensure students' needs are being met and determine where additional interventions may be needed. Though this list is not comprehensive, given our students may need additional and personalized interventions, some of our common strategies include:

#### *Tier 1: Universal Interventions*

Description: General support provided to all students to promote successful outcomes.

Strategies:

1. [High-Quality Instruction](#): Implement evidence-based teaching practices.
2. [Positive Behavioral Interventions](#): Establish and teach school-wide behavioral expectations.
3. [Universal Screening](#): Regularly assess all students to identify those needing additional support.
4. [Differentiated Instruction](#): Tailor lessons to address diverse learning styles and abilities.
5. [Family Engagement](#): Foster strong communication and involvement with parents and guardians.

#### *Tier 2: Targeted Interventions*

Description: Additional support for students who are at risk and need more assistance than Tier 1.

Strategies:

1. [Small Group Instruction](#): Provide targeted teaching in small groups.
2. [Behavioral Interventions](#): Implement specific behavioral strategies and monitoring for at-risk students.
3. [Progress Monitoring](#): Frequently track student progress to adjust interventions as needed.
4. [Academic Support Programs](#): Use programs like reading and math interventions tailored to student needs.

### *Tier 3: Intensive Interventions*

Description: Individualized support for students with significant and persistent needs.

Strategies:

1. Referral for Special Education Based on Identification of Disability: Develop and implement personalized learning plans for students with special needs.
2. One-on-One Instruction: Provide intensive, personalized teaching.
3. Specialized Behavioral Support: Design and implement individualized behavior intervention plans.
4. Frequent and Detailed Progress Monitoring: Continuously assess and adjust strategies based on student performance data.
5. Collaboration with Specialists: Work closely with special education teachers, counselors, and other specialists to consider interventions specific to a student's needs.

Some students who need behavioral intervention are provided with a general education behavior plan prepared with the classroom teachers and parent/guardian with consultation from the school Social Worker. It may include, but is not limited to, small group instruction for emotional support (with parent permissions), additional whole classroom instruction in Zones of Regulation, and a behavior chart as part of a positive reward system. Classrooms in grades K-4 are equipped with a "Cozy Corner" to provide all students, not just students with behavioral needs, with an area to reset and regulate their big emotions using the Zones of Regulation tools and techniques they learn throughout the school year. Cozy Corners have [Zones of Regulation charts](#) as reminders to students on how to regulate themselves.

New gifted/talented students are identified via scoring a 95% or better on the STAR Interim Assessments, the CoGAT Assessment, or other approved methods as outlined by the DPS Gifted/Talented Department. A part of the school's Black Excellence Plan is to double the number of Black students identified as GT at mid-year, ensuring this group is identified and added to the GT program in a timely manner. Utilizing the children's ALP's, the part-time GT Coordinator/English (full-time in 2024 - 2025) teacher works with all GT students in identifying their annual project which students work on anytime they have free time in their classes and during specially scheduled GT sessions. Some students attend a higher grade level math class; due to the number of students affected, French math is scheduled at the same time schoolwide for the 2024-25 school year to provide the flexibility needed for GT student scheduling. GT students are provided with the ability to create podcasts describing the progress on their project. The GT Coordinator has lunch groups once every two weeks to facilitate social learning opportunities for GT students. Once a month, the GT coordinator meets with specific grade level groups for "Activity Time" where GT students can work on their project and participate in a "leadership game" used to teach important team interaction skills specifically targeted for GT students. Differentiation occurs in the classroom where GT students may read a more difficult novel than their peers or they are assigned to a French literature group with native French speaking students supporting their advanced level of French. It is important to note that students qualify for GT based on assessments in English or home language. Thus, any identified FASD student is pushed academically even though s/he may not be fully fluent in a specific language yet.

Similar to the MTSS process, parents/guardians are actively involved in the creation and support of their student's ALP in the Fall. Quarterly, the GT Coordinator hosts an information session for GT families about the unique needs of GT students and what families can do to support them. The year culminates with an after school presentation of GT projects similar to a science fair.

**Question 11:** Please describe how the school promotes cultural competency in its education program and school culture, including curriculum and training for staff.

**School response:** Over the past two years, the French American School of Denver has received marketing support from RootEd, a philanthropic organization that provides support to Denver Metro area charter

schools and other non-profit entities. A branding campaign, marketing plan, and essential marketing materials were created for the school. Behind the school logo is a banner that reflects the school's focus on the Francophone community, not just France itself. The banner is an abstract representation of all of the flags from the 29 Francophone countries around the world where French is the country's official language. Just as FASD's school community is composed of Francophone families, the school's banner/logo speaks to the diversity of the Francophone community.

Francophone influence is incorporated in classroom activities and curriculum. A review of the [general curriculum descriptions](#) on the FASD website reflect a focus on world history and geography encouraging students to understand their world and their place as active global citizens. Classroom activities throughout the year are based upon a particular country and/or period in history. For example, each class selected a Francophone country as their theme for preparing food and decorations for the December Holiday Market. Students had social studies, art, music, and PE lessons based on their selected country. The Holiday Market had food, decorations, and games from Belgium, French Indonesia, the Ivory Coast, France, Morocco, and more. Staff and students are regularly encouraged to share their family culture and traditions as a routine part of the classroom routine. In addition, the school regularly brings in artists offering cultural experiences in different genres to expand student artistic exposure, like Cleo Parker Robinson Dance Denver Arts-In-Education. Families and members of the community regularly share their cultural experiences with FASD students. These experiences throughout the school year ensure FASD students are globally aware of different cultures and open to learning more about the world in which they live.

Throughout the school year, FASD students gain access to many perspectives that allow them to become great thinkers, innovators and leaders. Our teachers ensure different points of view are explored, respected and valued. Students must understand what we have in common and respect our differences. We believe this openness fosters a desire to contribute to society in a larger, more meaningful way and to make a positive difference to the world. We establish an environment where victories and successes, small and large, are celebrated. Students are celebrated as "Student of the Week" in classroom notifications teachers send home via Bloomz, our school wide communication platform.

Classroom teachers are expected to send a class update via Bloomz to their FASD families at least once a week; English content teachers are expected to send class updates via Bloomz at least twice a month. Bloomz allows FASD families to receive school communications, from the classroom level to the school leadership and Board level, via email or text and select to receive communications automatically translated to their language of choice. The goal of this type of regular contact is to ensure parents are engaged in their student's academic and social performance. Additionally, school culture is assessed each year through parent survey feedback. This information is carefully reviewed by the SAC and Board and integrated in ongoing strategic planning.

The French American School of Denver weaves culturally responsive concepts, foundational to the establishment and sustainability of an inclusive school culture using the following three dimensions:

- *Institutional*: School administration is responsible for education policy and shaping the way schooling is organized. Specifically, school leaders are charged with school budget priorities, the relationship between parents and the larger school community and for how curriculum and instruction affect conditions for students' learning and their overall experience at FASDenver.
- *Personal*: FASDenver staff are guided by the following mindsets promulgated by the Culturally Responsive Education team at DPS:
  - My Responsibility: FASDenver staff take responsibility for the academic and social emotional success of our students

- Self: Staff are self aware and reflect continually on their own beliefs and their impact on the school/classroom community.
- Building Relationships: Staff build relationships with students and their families. They are expected to know about the lives of students and their families and know how students learn best and where they are learning.
- High Expectations: The perceptions we hold of students' abilities have a significant impact on student achievement. FASDenver staff are expected to hold positive and affirming views of all students of all backgrounds. They maintain high expectations for all students that are consistently and clearly communicated.
- Learning Conditions: Staff are responsible for working along with their students to create rigorous, yet welcoming, learning environments that honor all students and teachers.
- *Instructional*: Effective instruction and teacher training ensures the academic rigor that is essential to culturally responsive education. High expectations are coupled with appropriate support for scaffold learning.
  - Use the constructivist approach - understand that learners construct their own knowledge - promotes inquiry-based learning.
  - Use a variety of resources, including community partners, to ensure the learning environment and pedagogical methods used are accessible to all learners and that the lives of students and community are reflected in the classroom's daily workings.
  - Resources, materials, and books present local and global perspectives.
  - Differentiate instruction and provide a wide range of methods and opportunities for students to demonstrate their learning, ensuring academic rigor and a variety of resources.
  - Know and build on students' prior knowledge, interests, strengths, and learning styles.

New members join the FASD staff every year, keeping the school's focus on cultural competency fresh and vibrant. Because our teachers come from various Francophone countries as part of the J-1 cultural visa exchange, learning about their culture while teaching them about American culture supports the school's mission and vision. During the School Year 2023-2024, professional development, specifically about mixing the best of French educational culture and American educational culture were visited twice annually. School leadership believes it is vital and important for our multicultural staff to feel they are heard and seen by reflecting culturally relevant educational practices into the blended French American School environment. We ensure this representation by committing to two annual presentations to clearly demonstrate our commitment to build on and strengthen our overall unique School culture:

- Beginning of School Year Presentation: [Creating Our Culture](#)
- Mid-Year Presentation: [Jan PD Continuing to Create Our Culture](#)

**Question 12:** Please briefly describe the schools' student retention and promotion policy (aligned with District policy IKE) or link/attach supporting documents.

**School response:** The French American School of Denver follows DPS Policy IKE regarding retention or promotion of students, always with frequent, direct involvement of parents. Twice a year, at mid-year and end of year, a special retention/acceleration data meeting is held with grade level teachers and school administration. Before considering whether to retain or accelerate a student, FASDenver staff and administration considers and documents each of these skills:

- Academic Skills
- Maturity
- Evidence of Academic Growth
- Chronological Age
- Language Proficiency
- Special Education Status

- Attendance Record/Truancy
- Previous Grade Retention or Acceleration
- Likely success in completing the academic work at the next grade level

After considering and documenting these factors, the School Director makes a recommendation whether to retain or accelerate the student in a meeting with classroom teachers, GT Coordinator (if appropriate), and parents/guardians. Parents/guardians must agree with the recommendation. Retention and acceleration are used sparingly when special circumstances warrant, and retention because of social, emotional, or physical immaturity is used on a very limited basis. When students are retained in the same grade level, every effort is made to provide the student with a different classroom teacher the following year to ensure the student receives a different educational experience. If there is only one teacher for that grade level, the classroom teacher and School Director evaluate the previous teaching and learning experience of the student, including whether specific aspects of the Individual Learning Plan from the MTSS process were appropriate and effective. Based on this evaluation, the teacher modifies the plan to ensure that the student's needs are met and the student's educational experience from the previous year is not merely repeated.

For acceleration, the French American School of Denver works closely with the Gifted and Talented Department in DPS to obtain all necessary bodies of evidence for GT qualified acceleration. Parents/guardians, along with DPS GT consultants, are included throughout the identification and acceleration process up to and including proper class placement and scheduling for the student.

#### Section 4: Teacher Coaching and Evaluation

**Question 13:** Describe the school's professional development and teacher coaching, including prioritized content for this year, the frequency for each structure (i.e. quarterly data days, weekly PLCs), responsible parties and accountability measures.

If you are including this information as attachments, please provide the link address below and viewing access.

**School response:** The French American School of Denver has a responsibility and unique opportunity to share the differences between the U.S. educational system and the French educational system, part of the cultural exchange requirements of teachers on a J-1 visa. To support the unique combination of French education and American education systems, the school provides two additional days of professional development in its [school calendar](#). These two days provide time for additional collaboration and specific professional development to further support and enhance the "Best Instructional Practices at FASD." The U.S. approach to special education and the consistent presence and ready access to special education providers in the school setting is very different from what teachers experience in French Ministry of Education schools around the world. Also, greater emphasis is placed on de-escalation techniques and the application of positive reinforcement of behavior to support the school culture and atmosphere of the school.

The professional development goals for the 2024-25 school year were formulated based on informal/formal classroom observations, student achievement data, staff end-of-year reflections on academic and professional goals, and parent/student survey results. The 2024-25 Professional Development Goals are:

- Oral Language Practice in Every Classroom in Target Language

- Effective, Efficient Use of Technology
  - Full Usage of Approved Platforms in Instruction
- Staff Integration to French American School Culture
- Consistent Positive Behavior Intervention System (PBIS) Implementation
- Differentiation - Adaptation Based on Identified Student Needs

The professional development schedule for the coming year is linked [here](#) and can also be found in the “Teacher Coaching & Evaluation” Appendix folder. Professional development sessions prior to the beginning of the school year are planned and outlined in [“FASD Aug 2024 PD Sessions”](#).

The School Director is in charge of data driven instruction and the MTSS process. Twice a month, teachers meet with the School Director to discuss student success, student struggles, current adjustments to instruction based on formative classroom assessments, and recommendations/follow-up on Multi-tiered Student Support. If there is not sufficient documented progress after 3 meetings, parents are notified and the student is referred to the Special Education team for further evaluation and assessment for an IEP or 504. The Assistant Director is the administrator in charge of the Special Education Team.

While the School Director focuses on data driven instruction and progress monitoring of student achievement, the Assistant Director focuses on [informal classroom observations](#). The Assistant Director conducts teacher coaching cycles to address identified needs from informal classroom observations. Every teacher participates in a coaching cycle every other month or five times per year. The directors meet a minimum of once a week to determine the effectiveness of observed classroom instruction with student achievement data results, providing a clear picture of the impact instruction and teacher performance is having on student achievement. Any adjustments or recommendations the leadership team needs to make with the teacher are outlined; both directors are able to clearly communicate these recommendations to the teacher as a united voice. With ongoing issues related to performance, the School Director provides additional guidance up to and including any necessary letters of concern and expectation.

**Question 14:** Describe the school’s evaluation cycles, including who is responsible for evaluation and if/how the school incorporates measures of student learning/outcomes in teachers’ annual evaluations.

**Please specify the measures and weights used to calculate the measures of student learning/outcomes, either here or as an attachment.**

**School response:** At the beginning of every school year, a professional development session is dedicated to providing staff with the [“FASD Teacher Evaluation Rubric”](#), explaining the observation and evaluation process, and the [“Academic & Professional Collaborative Goals”](#) and how they contribute to the overall evaluation process. Teachers set their professional goal and select a colleague to collaborate with in achieving this goal. Once the initial STAR Interim Assessments are completed in early September, they establish their academic goal and identify the entire class or subgroup of students they will support in improving academically over the course of the year. Non-teaching staff establish their professional goals as a part of their self-review of their evaluation form. A mid-September deadline is set for completion of their annual goals and each staff member meets with the School Director and Assistant Director and outlines their goals, copies being shared with both directors. Throughout the year, the directors guide and

support staff members in achieving or modifying their goals as needed.

At mid-year (late January or early February after the second Interim STAR Assessments), the School Director meets with each staff member for an update on their goals thus far, making any adjustments necessary. Once the final Interim STAR Assessments are completed in May, staff meet with the School Director and Assistant Director to review how the year progressed and if they met their academic and professional goals. The Assistant Director uses the year's informal observations sent via email to teachers from both administrators and prepares the Teacher Evaluation Rubric in cooperation with the School Director. These two documents, along with the Interim STAR Assessment results for Fall, Winter, and Spring for the specific grade level along with schoolwide results are gathered in an evaluation portfolio for each staff member.

The school's administrative staff (School Receptionist and Office Manager) also receive an [annual evaluation/performance review](#) accompanied with established professional goals. Teachers set an annual goal for their individual classroom. That, in conjunction with their annual professional goal, is utilized for progress. They receive a copy of the School Wide STAR Interim Assessment results as part of their evaluation package as their position contributes to and supports the overall atmosphere of the school, thus impacting academic achievement results as well. Essential to the French American School of Denver is consistent reporting of student French language acquisition which is done via the French Ministry of Education diagnostics, given two to three times annually.

Measuring student outcomes is essential in determining the effectiveness of daily classroom instruction and is a key part of the accountability process. Half of the overall teacher performance measure is classroom observations and evaluation and the other half is grade level and schoolwide student academic achievement. Progress monitoring is done on a bi-monthly basis with the School Director and teachers determining needed interventions, targeting specific instructional strategies to use over the next two weeks, and any other differentiation/academic supports needed to improve student achievement. This approach has been successful as indicated by the School Wide STAR Interim Assessment results for the year with 91% of students at/above benchmark in English and 94% of students at/above benchmark in Math. [FASD School Wide STAR Interim Assessment Results](#)

**Question 15:** Describe the school's process for recruiting and hiring teachers, including how it ensures a candidate pool that reflects the various backgrounds of the student body. How many teachers at the school identify as teachers of color?

**School response:** Under the FASD Board's direction, an ad hoc committee was established to create a Hiring Policy for the school to provide consistency and implement best practices in teacher recruitment and hiring. The mission of the school guided the ad hoc committee in its work, instituting all French teachers being native speakers and all English content teachers and all administrators possessing a CDE license or the ability to quickly and easily obtain a CDE license. The [Hiring Policy link](#) is available for your review here as well as in the "Teacher Coaching & Evaluation" Appendix folder. The school website provides an avenue for interested teachers and/or staff members to submit a cover letter and resume to the School Director anytime during the year. Resumes are kept on file for at least one year, providing a pool of interested candidates as positions become available.

During annual hiring windows, FASD posts open positions on Indeed, the CASE career website, the Colorado League of Charter Schools career website, the Jules Verne programme, and on the French Denver Francophone Facebook page. As previously mentioned, if FASD receives the LabelFrancEducation designation, there will be additional venues available to post open positions. The Hiring Policy provides an avenue for the school to develop a hybrid mix of French speaking staff in an effort to minimize the

turnover of staff on J-1 visas. Specifically, the school attempts to recruit some Jules Verne French teachers (maximum 2 year stay in U.S.), regular J-1 visa teachers (maximum 5 year stay in U.S.), and French teachers with either a green card or who have become U.S. citizens. This provides the school with a cross section of native French teachers with varied lengths of stay, reducing large staff turnover. This does not present the same challenge for English content teachers and allows for the school to develop consistency among the staff. Currently, the staff consists of only one teacher of color.

To ensure that our candidate pool reflects the diverse backgrounds of our student body, the FASD Board's Hiring Policy incorporates several key practices. We actively seek to expand our recruitment efforts to reach a broad range of candidates from various backgrounds. In addition to posting on traditional job boards, we are working to partner with organizations and networks that focus on diversity and inclusion in education and local cultural organizations. Our recruitment materials and job postings emphasize our commitment to diversity and inclusion, inviting candidates from all backgrounds to apply. We are continuously evaluating and refining our recruitment strategies to improve the diversity of our staff. We believe that a diverse teaching staff enhances the educational experience and better reflects the diverse community we serve.

**Question 16:** How many teachers do you have on staff this fall and how many of them are returning from the previous school year?

Additionally, please explain any strategies you have taken to ensure that you are retaining high performing teachers and more specifically, high performing teachers of color.

**School response:** The French American School of Denver has twenty (20) teachers on staff for the 2024-25 school year. Eleven (11) of them are returning from the previous school year. Due to the qualifications for the French teaching staff, some of them are not allowed to stay at the school beyond two (2) years as defined by their J1 visa and the requirements of the Jules Verne programme through the French Ministry of Education. Two teachers from the previous school year were required to return to France as they were Jules Verne programme teachers. Four (4) new teaching positions were added for the 2024-25 school year due to the addition of two classes (grades 3 and 6), an additional English content teacher, and a GT Coordinator. Not accounting for the French teachers limited to a 2 year contract, 90% of the teachers are returning in 2024-25.

The school is attracting experienced teachers who want to work in a language immersion setting where they can see the impact of their expertise and planning in helping students succeed. The school is developing a reputation of providing excellent French language immersion instruction and providing a positive student environment. Since FASD's inception in 2021, dozens of students (nine in the upcoming year alone), have transferred from the International School of Denver, a well established private school offering a French immersion program, based on the excellent reputation of FASD's faculty and unique academic approach.

Retaining teachers of color involves creating a supportive and inclusive environment where they feel valued and have opportunities for growth. Here are some effective retention strategies:

*Culturally Responsive Professional Development:*

- Offer training that addresses culturally responsive teaching practices and supports teachers in integrating their cultural perspectives into the curriculum.

*Safe and Supportive Work Environment:*

- Foster a school culture that is inclusive and respectful. Address any incidents of discrimination or bias promptly and create policies that support a safe and equitable work environment.

*Support for Personal and Professional Balance:*

- Provide support for work-life balance, including flexible scheduling or resources for managing personal responsibilities. This can help teachers of color manage stress and prevent burnout.

High performing teachers are provided with additional, individualized professional development opportunities they define as part of their "Academic & Professional Growth Goals". In addition, teachers have the opportunity to create special projects with colleagues they find enriching and rewarding for themselves and their students. [See Teacher Evaluation documentation in "Teacher Coaching & Evaluation" Appendix folder.] With the requirement outlined in the school Hiring Policy of being a native French speaker, the school actively recruits French speaking teachers via Indeed, the Jules Verne programme, WhatsApp, the Rocky Mountain French American Chamber of Commerce, and a French Denver Francophone Facebook page.

In September 2024, the school will find out the results of its application to receive the LabelFrancEducation designation which will provide the school with another teacher recruitment platform. [Link to LabelFrancEducation Description - webpage](#) The school does everything it can to attract teachers of color from the Francophone countries. For those teachers who are English content teachers, again, the process is to first find the best candidates and select those who truly embrace being a part of a French language immersion school. Everything possible is done to attract teachers of color with excellent qualifications and the desire to teach in a French language immersion school.

## Section 5: School Management and Leadership

**Question 17:** Discuss the stability or transitions in the school's leadership team over the course of the charter contract and any systems in place to ensure future stability, including any succession plans that are in place.

**School response:** The school was started by a group of dedicated founding families who believed a language immersion model of education should be available to ALL students. With the assistance of a French immersion teacher and many others, the initial charter application was prepared, submitted, and eventually approved by DPS.

An initial school leader was identified and hired in "Year 0" (2020), Yamille Reina, to lead the school and assist in developing all of the operational components, policies, and other areas essential to starting a school. In cooperation with the French immersion teacher and the Board, she hired the staff, laid the groundwork for acquiring the Colorado Charter School Program (CCSP) grant, and recruited new students and families. Yet, not having any charter start-up experience compelled her to leave the project. An interim school leader, Tara Bardeen, was appointed to take her place, given the mandate to closely adhere to the hiring policies currently guiding the board and staff. Not having school leadership experience or the desired CDE credentials, she was not considered as a new school leader candidate.

In April 2021, the Board advertised for a new school leader, one with charter school start-up experience per advice from the DPS Portfolio Management Team. As of July 1, a new school leader, Suzanne Acheson, was hired who had 28 years of educational experience along with starting a charter school in the Cherry Creek School District. The school opened on August 19, 2021 at 2280 E. 16th Avenue in Denver with 97 students. Ms. Acheson was the Head of School and Manu Bidan was employed on a 50% contract as the Academic Director overseeing the curriculum and assessment components of the school.

Based on successful recruitment and enrollment growth, the school moved to its new and present

location at 2350 N. Gaylord Street in June 2022. The school experienced a 47% increase in its student population from SY 2021-22 to SY 2022-23 based on official October count numbers, from 97 students in SY 2021-22 to 143 students in SY 2022-23. School leadership remained the same with Suzanne Acheson as the School Director/Head of School and Manu Bidan having a 75% contract as the Academic Director. During this time, the Board and school leadership made a concerted effort to plan, communicate, and prepare staff and families for potential leadership changes as the school continued to grow in the upper elementary grades, as well as prepare for the middle school expansion.

At the end of the 2022-23 school year, with the imminent addition of middle school grades in Fall 2024, the school leadership model was restructured to ensure all administrators were licensed by the Colorado Department of Education, adding essential administrative expertise to the leadership team. The Academic Director duties were absorbed into the new Assistant Director position and Stephanie Koussaya was hired as the new Assistant Director in July 2023. Ms. Koussaya has extensive experience in multilingual education and instructional practices, language immersion, data driven instruction and decision making, and administrative leadership. As a native French speaker, Ms. Koussaya is keenly aware of the demands a language immersion school places on its students and staff.

In December 2023, Suzanne Acheson announced her upcoming retirement effective the end of June 2024. The Board began its School Director search in January 2024 and in May announced its selection of Ms. Sandra Bea as its new School Director. Ms. Bea has 20 years in K-8 immersion education in Colorado, with 12 years in administrative and progressive leadership positions and is a CDE licensed administrator. Ms. Bea began a private immersion school in Denver and was, until most recently, the Director of Immersion at Global Village Academy in Aurora. Ms. Bea is a native French speaker, originally from the Democratic Republic of the Congo. She spent time in May and June with Ms. Acheson transitioning into her new leadership role effective July 1 for the ensuing school year.

The school leadership restructuring has been effective in preparing for the future expansion of the school both in enrollment and into the middle school grades. Ms. Koussaya has middle school experience and can easily assume any leadership role in the developing middle school program, guiding curriculum, student life, and middle school staff. Ms Bea brings seasoned, strong leadership experience from her extensive professional education background where she was rooted in language immersion as a teacher, coach, and administrative leader. She also brings the unique skill set honed by opening a private language immersion school in Denver and led its French program for five years.

The goal is to possess an administrative team well equipped in the French American School of Denver mission and vision to easily bridge the addition of grades 6-8, while creating a strong middle school language immersion model. Anecdotally, the goal was achieved based on the reception of the middle school plan by our families and students along with enrollment indicators, namely 97% retention (as of June 1st) in grades K-5 for the upcoming school year and 31% increase in overall enrollment for the upcoming school year (October Count 2023: 189 to School Choice Enrollment-August 1: 248).

A School Director Succession Plan was identified as a need, a draft prepared, and is scheduled for consideration by the Board in their August 2024 meeting. The succession plan covers short term and long term absences by the School Director. For security, none of the "Organizational Information" is included in the attached copy. [DRAFT - FASD School Director Succession Plan](#)

**Question 18:** Please describe the overall trends of your school's enrollment over the course of your current charter contract. What strategies does the school use to reach out to potential new students and families?

**School response:** Originally, the French American School of Denver was slated to open as a K-5 in August

2020. However, the school did not reach the minimum 80% enrollment target and DPS advised the school to reconsider the grades offered. The team focused enrollment on grades K-3 where the strongest enrollment interest was and just made the 80% enrollment target to open in August 2021. The growth model for the school was also established, opening with two Kindergarten classes, one 1st grade class, one 2nd grade class, and one 3rd grade class. Each year one additional grade is added until the school is a K-8 school. The ultimate goal is to have two classes per grade. One of the biggest challenges during the first year was the attrition of students from Round One School Choice to the first day of school. FASD recognized the importance as well as the need to convert more Round One students to actual school attenders.

As the school began its second Round One cycle, converting Round One enrollees to actual school attenders was a focus. The school reviewed and adjusted its descriptions in all DPS publications and all of its marketing materials. Targeted mailings to specific zip codes and rising K-1 student lists were sent out with clear messaging. Specific marketing strategies were implemented such as self-identified Francophone families throughout the Denver area receiving marketing materials entirely in French, comprehensive social media advertising campaigns, postings to French-related Facebook pages and other relevant parent groups, and attendance at Denver community events such as the Bastille Day celebration and the annual Park Hill Street Fair. Regular emails were sent to Round One families communicating various events at the school, upcoming information and social events during the summer, as well as reinforcing the school mission and vision. School tours were provided weekly as well as three Open Houses before and during Round One School Choice. The new School Director, Sandra Bea, plans on recruitment with pre-K schools around the district in the coming school years.

The enrollment for the school during its charter contract [2020-2025] is:

- 2020-21: Not enough enrollment in K-5 to open
  - No clear physical presence for the school during key enrollment periods
- 2021-22: 97 students (based on October Count 2021) - less than projected
  - Additional follow-up needed throughout summer to convert enrolled students to Day 1 attending students
- 2022-23: 143 students (based on October Count 2022) - less than projected
  - Insufficient strategies in place to overcome 18% attrition from Round 1/Round 2 enrolled students to Day 1 attending students
  - First year of specific marketing strategies with support from RootEd
- 2023-24: 189 students (based on October Count 2023) - more than projected
  - More school name recognition and academic achievement awareness as result of focused marketing
  - Second year in Gaylord location - helped attract new FASD students/families
- 2024-25: 248 students (School Choice Enrollment as of 8/1) - 220 projected (more than projected at this time)
  - Student achievement, academic rigor, quality instructional staff, and school location identified as key attributes attracting new FASD students/families

The overall annual growth in enrollment for the school during its charter contract is:

- SY21-22 to SY22-23: 47% increase
- SY22-23 to SY23-24: 32% increase
- SY23-24 to SY24-25: 31% increase (if 248 enrollment is achieved); 16% increase (if 220 projected enrollment is achieved)

The school's PTO developed and established a summer liaison program to connect incoming new families

with current FASD families. Parent volunteers, representing their grade, host summer meet-ups to offer an opportunity for incoming students to meet their fellow students. This has become an important facet of community building before the start of the school year. The summer liaison program speaks to the importance of creating an inclusive school community for our FASD families and their student(s). We hear from our families that having a sense of belonging and community is important in their commitment to the school. Our retention rates support this statement as our retention currently is 97% in grades K-5.

**Question 19:** Please include a document with the job descriptions of your school leadership team.

**School response:** Below are the job descriptions for the school leadership team, specifically the Principal/School Director and the Assistant Director:

- [FASD\\_Principal/School Director Job Description](#)
- [FASD\\_Assistant Director Job Description](#)

For clarity in responsibilities and roles, a General Job Responsibilities Chart was created showing the key responsibilities of the School Receptionist, Office Manager, Assistant Director, and School Director.

- [FASD\\_General Job Responsibilities 2023-24](#)

## Section 6: Governance

**Question 20:** Briefly describe how the school's board monitors academic, operational, and financial performance. If the Board maintains a regular dashboard of benchmarks or goals, please provide it as an attachment.

**School response:** The French American School of Denver Board of Directors created a Strategic Plan in the Fall of 2021 and has revised it each spring. Created and revised with the support of Colorado League of Charter Schools' consultants, [the Strategic Plan](#) guides the Board's academic, operational, and financial monitoring. The School Director reports monthly on progress made in each area of the Strategic Plan, guided by the metrics established at the Spring Annual Board Retreat. The Spring Annual Board Retreat is held once the annual SAC surveys (parent, student, and staff surveys) are completed and data compiled. The Board reviews the Strategic Plan metrics to see if the goals were met. Adjustments are made, new metrics set, and additions are made to the Strategic Plan for the coming school year. The Board and the School Director identify two to three main goals as pivotal to focus on achieving for the coming school year that directly impact the School Director evaluation.

Monthly, the Finance Committee meets prior to the FASD board meeting to review the financials, discuss trends, identify any anomalies, and determine next steps and guidance for upcoming expenditures. There is a close review of percent of revenue compared to percent of expense for the year, making sure both are aligned. The built-in contingency is examined monthly as well. The Finance Committee consists of the accountant for Abstract Insights, the school's accounting firm, the manager for Abstract Insights handling the FASD account, the School Director, the Board Treasurer, and the Board Chair can attend if s/he desires to do so.

The FASD Board has a very active Facilities Committee composed of two board members and three FASD parents with facilities/construction expertise. They have worked diligently on two fronts, (1) helping obtain a two-classroom modular for use during the 2024-25 school year and (2) locating and identifying

potential expansion locations for either a second campus for middle school or an entirely new campus to house the full K-8 needs of the school. The Facilities Committee provides input, advice, and guidance on complex building operations issues supporting the School Director in maintaining a viable, safe educational environment for students and staff.

The FASD Board also includes an active Fundraising Committee that helps ensure that additional needed funds are being raised to bridge any financial gaps between per pupil revenue and the actual costs needed to fully implement our mission while also building much needed reserves. The Board solicits Fundraising Committee members from the FASD community who are actively engaged in the work of the Committee throughout the year.

Weekly, the Board Chair and the School Director meet to discuss any operations issues, upcoming needs for the school, recommendations for processes and/or policies, recruitment planning, etc. This meeting provides clear communication on operational, financial, and academic processes, allowing school leadership and the board to delineate what items are board related and what items are school operations related. The School Director has an open channel of communication with the Board and ongoing guidance in meeting and fulfilling the mission and vision of the school with Board support. Being aware of the School Director's workload and needed support, the Board Chair has been instrumental in obtaining parent volunteers and/or additional support for the School Director to accomplish various tasks throughout the school year.

A recommendation to create and implement a data dashboard for monthly reporting to the FASD Board was initiated this past year. The French American School of Denver was awarded the Performance Incentive Year grant from the Colorado Department of Education School of Choice unit as a result of exemplary performance during its three-year CCSP grant. FASD received an additional \$200,000 for the additional year, providing funds for the development of a data dashboard. A prototype was developed in the Spring with the intent to share the [data dashboard](#) monthly with the FASD Board effective in September 2024.

Finally, the FASD Board holds an annual board retreat each June to assess our strategic plan, review staff, student and family SAC surveys, as well as academic assessment results. The Board conducts an annual SWOT analysis and uses all of this information to set metrics for the coming academic year. Board retreats are led by consultants from the league to help guide our planning. Board members assess themselves in alignment with the FASD bylaws and [board member agreement](#), which all members sign, as well as the [oath of service](#) that is filed with the State.

Coming out of the retreat, the Board and school leaders utilize the Strategic Plan as a framework for each monthly board meeting to ensure close monitoring of the school's progress toward the goals outlined for the year.

**Question 21: CMO Only:** What services are provided by the CMO central office to the school and how are they differentiated based on school need? To what extent has this changed in the most recent year?

**School response:** n/a

## APPENDIX B - Articles of Incorporation and Bylaws

### Article I

#### **Name**

The name of the School Accountability Committee shall be the “French American School of Denver School Accountability Committee.” hereinafter referred to in these Bylaws as the “SAC”.

### Article II

#### **Purpose of the Committee**

The purpose of the SAC is to provide accountability in an advisory capacity by informing, encouraging and providing opportunities for parent and community members to be involved in the planning and evaluation of the school’s instructional program and quality improvement processes. The SAC makes recommendations concerning the school’s budget, performance/improvement plan, and meets at least quarterly to discuss implementation of the school’s plan and other progress pertinent to the school’s accreditation contract with the French American School of Denver Board of Directors and its authorising district, Denver Public Schools.

### Article III

#### **Duties and Responsibilities**

- A. The duties and responsibilities of the SAC are as follows:
1. To advise the Head of School (Principal) concerning the preparation of the Unified Improvement Plan (UIP) with goals and objectives for the improvement of education in the school. The UIP shall be completed and submitted to the school board and the school district for review by the Spring of the school’s first year of operation and by October 15 of each year in which it is required.
  2. To recommend to the principal its priorities for spending school monies. The principal shall consider the SAC recommendations regarding spending state, federal, local, or private grants, and any other discretionary monies and take them into account in formulating budget requests for presentation to the Board of Directors. The SAC shall send a copy of its recommended spending priorities to the French American School of Denver Finance Committee and the French American School of Denver Board of Directors. **Reference: C.R.S. § 22-11-402(1)(a)**
  3. The SAC shall meet to discuss, at least quarterly:
    - a. Whether school leadership, personnel, and infrastructure are advancing or impeding implementation of the charter public school’s performance, improvement, priority improvement, or turnaround plan,

whichever is applicable, or other progress pertinent to the public school's accreditation contract with Denver Public Schools, the authorizing district. **Reference: C.R.S. § 22-11-402(1)(d)**

- b. Safety issues relative to the school environment.
  - c. Community concerns and input regarding aforementioned duties and responsibilities.
4. Gather and provide information to the principal and Board of Directors on the needs or concerns of the school community.
  5. If the school has been placed on a priority improvement or turnaround plan, the SAC shall advise the principal concerning the preparation of such plan, and submit recommendations concerning the content. **Reference: C.R.S. § 22-11-402(1)(b)-(c)**
  6. Report, at least annually, to the community and the French American School of Denver Board of Directors, on the educational performance of the school and provide data for the appraisal of such performance.
  7. Provide input and recommendations on an advisory basis to the Board of Directors concerning:
    - a. Principal development plans for the Head of School; and
    - b. Head of School evaluations.

**Reference: C.R.S. § 22-11-402(1)(e)**

8. Perform such other duties and responsibilities as may be required by Board policy and comply with the Board of Directors policies and directives.
9. Actively increase parental engagement in the school by, at a minimum: publicizing and soliciting opportunities to serve on the SAC; assisting with the implementation of the district's parent engagement policy; and encouraging parent-teacher interaction.

B. Duties and responsibilities of the SAC shall not include:

1. Personnel issues, including hiring or evaluation of individual staff members.
2. Individual student discipline issues.
3. Any issue dealing with a specific student, staff member, or parent.

#### Article IV

### **Membership**

A. Composition. There shall be at least seven voting members as follows:

1. **Head of School** - The head of the school or the head of school's designee.
2. **Teacher** - One teacher who provides instruction at the school.
3. **At least three parents or legal guardians** - Three parents or legal guardians of students enrolled in the school to make the membership as representative as possible of all groups attending the school (Special

Education, Gifted and Talented, free or reduced lunches, ELL, traditionally underserved populations, etc.).

4. **PTO Adults** - One parent or legal guardian of a student enrolled in the school who is elected to the SAC by a majority vote of the parent community.
5. **Community** - One person from the community not otherwise included above (Article IV, Section A, 1-4). "Community" is defined broadly to mean lives or is involved in business or industry within the school boundaries. **Reference: C.R.S. § 22-11-401(1)(a)(I-IV)**
6. **Additional Parent or Legal Guardian Voting Members** - At the option of the Head of School, additional voting members may be selected by a simple majority vote of the above voting members.

B. Employment Limitation for Voting Members

1. No more than three voting members (the head of school, the teacher representative, and one other) may be employed by the School or be relatives of an employee of the School. "Relative" includes a person's spouse, son, daughter, sister, brother, mother, or father. "School employee" includes anyone who is a W-2 employee of the French American School of Denver.
2. If more than three voting members who are either School employees or relatives of School employees are elected to a SAC, only the number of candidates who receive the highest number of votes that will result in three School employees or persons related to District employees shall serve on the SAC. The other employee(s) and/or related person(s) shall be disqualified as a voting member.

C. Term Limits. Except for the head of school (or head of school's designee), no member shall serve more than two consecutive full terms, plus any balance remaining on an unexpired term if the initial appointment was to fill a vacancy. Note: If the school cannot obtain candidates for any open positions, after completely following the nomination process outlined in Article V, Sections D.1. and D.2., the SAC may vote on whether to grant an exception to a term-limited member if they are willing to continue their position.

D. Terms of Members. Members shall serve a two-year term, except for those elected in the first election. In the first election, the first teacher elected and the first two parents or legal guardians elected who receive the highest number of votes shall serve a two-year term.

E. Vacancies.

1. Any vacancy to an elected position shall be filled by a simple majority vote of the remaining voting members of the SAC. In filling a vacancy, the SAC shall assure that the composition required in Section A., above, is maintained.
2. Any vacancy to a Community Member position shall be filled by appointment by the Head of School consistent with the provisions of Section A.5 above.

F. Resignation. Any SAC member may resign by giving written notice to the Chairperson or Recorder of the SAC. The resignation of any SAC member shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation by the SAC shall not be necessary to make it effective.

G. Removal. Any SAC member who is elected or appointed shall be removed upon a conviction, deferred sentence, plea of guilty, or plea of nolo contendere to any offense which constitutes anu felony or a misdemeanor crime involving unlawful sexual behavior involving children. Any elected or appointed SAC member may also be removed for failure to attend three consecutive meetings without excuse or for reasons deemed sufficient by a three-fourths majority of the SAC's voting members, not including the member who is subject to the removal vote.

## Article V

### **Appointments and Elections**

- A. Date for Electing, Appointing or Designating Members. Election, Appointment, or Designation of members shall occur no sooner than 30 days before the end of a school year, nor later than 30 days after the start of a school year.
- B. Election of Teacher Member(s). The election of the teacher member shall occur at a teacher staff meeting or similar forum no sooner than 30 days before the end of a school year nor later than 30 days after the start of a school year. All licensed professionals who provide instruction at the school or who have an office at the school will be invited to attend. Nominations will be taken from the floor during the meeting. Any teacher may nominate himself or herself or another teacher. If there are more teachers nominated than the number of vacancies, a written ballot may be used.
- C. Appointment of Community Member. A community representative shall be appointed to the SAC by the head of the school no sooner than 30 days before the end of a school year nor later than 30 days after the start of the school year or as soon as practical after a vacancy.
- D. Election of Parent or Legal Guardian Members.
  - 1. Notice of Election. The notice of election shall occur by means of the school newsletter or similar format, and will include notice of the deadline for submission of nominations. The notice will allow at least two weeks for submitting nominations and conducting the election.
  - 2. Nominations. Any parent or legal guardian of a student enrolled in the school may nominate himself or herself and/or nominate another parent or legal guardian of a student enrolled in the school. Nominations shall be submitted to the head of school or the SAC Chairperson.

3. Determining an Election. Only parents or legal guardians of a student enrolled in the school will be permitted to vote. The parent(s) or legal guardian(s) receiving the most votes shall be elected; provided, however, that only one parent/guardian voting member may be a School employee or relative of a School employee. There are three primary ways to conduct the election of the parent/guardian members, as follows:
  - a. "Back to School Night" or similar forum: written ballots shall be used and shall have a signature line and a printed name line to enable the school to verify eligibility and avoid duplicates;
  - b. Mail-in Ballot: Included in the school newsletter or similar format. The mail-in ballots shall have a signature line and a printed name line to enable the school to verify eligibility and avoid duplicates.
  - c. Electronic, email, school website: Electronic methods are appropriate, if the method used can assure only one vote per person.
4. Reflection of the school populations. The head of school and other members of SAC shall encourage persons who reflect the student populations that are significantly represented within the school to seek election to the committee, with the exception that individuals should not be encouraged to seek election to the committee because of their race, color, national origin, sexual orientation, or transgender status. However, it is permissible for the head of school to encourage individuals to seek election on the basis that such individuals reflect student populations who (a) are eligible for free and reduced lunch; (b) are English language learners; (c) are migrant children; (d) are identified as children with disabilities; or (e) are identified as gifted children.
5. Good Faith Efforts. If, after making good-faith efforts, the head of school or an organization of parents, teachers, and students is unable to find a sufficient number of persons who are willing to serve on the SAC, the head of school, with advice from the organization of parents, teachers, and students, may establish an alternative membership plan or method of appointment for the SAC, which shall reflect the membership and method of selection specified herein as much as practical.

#### Article VI

#### **SAC Officers and Head of School**

From the voting members of the SAC, the following responsibilities will be covered.

- A. The Officers: Chairperson, Vice-Chairperson and Recorder
  1. Chairperson
    - a. Is an elected position.
    - b. Shall be a parent representative or a parent from PTA.
    - c. Serves a one-year term and may be re-elected for one additional one-year term.

- d. Sets agenda in collaboration with the head of school and vice-chairperson and sends to SAC members at least three days in advance of the meeting.
  - e. Presides over the meeting.
  - f. Assures the SAC complies with the Bylaws.
  - g. Works in collaboration with Board liaison and Head of School to create and monitor the UIP.
  - h. Authors process for SAC involvement on UIP.
2. Vice-Chairperson:
- a. Is an elected position.
  - b. Shall be a parent representative or a parent from PTA.
  - c. Serves a one-year term, may be re-elected for one additional one-year term, and may be elected such that the vice-chairperson will assume the chair person's role the following year.
  - d. Participates in setting the agendas with the chairperson and head of school.
  - e. Assumes duties of chairperson when the chairperson is absent.
  - f. Assumes the duties of the chairperson in the event of a resignation and until a successor chairperson is elected.
  - g. Assures the SAC complies with the Bylaws.
3. Recorder:
- a. An elected or rotating position in which members volunteer to fulfill the responsibilities for a single meeting.
  - b. Distributes meeting minutes to all SAC members prior to the next meeting for feedback.
  - c. Maintains a file containing all committee business.
  - d. Assures the SAC complies with the Bylaws.
4. Board of Directors Liaison
- a. Is an elected or appointed position.
  - b. Shall be a parent representative, a parent from PTA, or the community member.
  - c. Attends all scheduled forums and gathers information from the Board meetings to report back to the SAC. The Board of Directors Liaison should be listed on the SACs agenda and included in the SACs scheduled meeting dates. The Board of Directors Liaison is the communication link (feedback, concerns, questions) between SAC and the Board of Directors.
  - d. Is a member of the SAC.
  - e. Works in collaboration with the head of school and SAC Chair to create and monitor the UIP.
5. Head of School
- a. Head of School or HOS's Designee

- b. Collaborates with the chairperson and vice-chairperson to set the meeting agenda.
  - c. Assures the agenda and minutes, after being reviewed by the committee, are posted.
  - d. Assures that the SAC complies with the Bylaws.
6. Director of Curriculum, Instruction, and Assessment
- a. Attends SAC meetings as an ad-hoc member, if needed.
  - b. Assumes the role of the Head of School in the Head of School's absence.

D. Election and Term of Office. Officers shall be elected by a simple majority of the voting members of the SAC for a term of one year. Individuals may be re-elected for one additional term by a simple majority of the voting members of the SAC.

E. Vacancy. A vacancy occurring in any office shall be filled for the unexpired term by a person elected by a simple majority of the voting members of the SAC, notice of such election having been given.

F. Resignation. Any officer may resign by giving written notice to the Chairperson or Recorder of the SAC. The resignation of any officer shall take effect upon receipt of notice thereof or at such time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation by the SAC shall not be necessary to make it effective.

G. Removal. Any officer may be removed from office by vote of a simple majority of the voting members of the SAC at any meeting whenever in the SAC's judgement the best interests of the SAC will be served thereby.

## Article VII **Meetings**

- A. Regular Meetings. Regular meetings of the SAC shall be held at least quarterly.
1. A meeting schedule will be established during the first SAC meeting of the school year. Meetings shall be scheduled at a time to allow for maximum parent and community involvement.
  2. Because the meetings are open to the public, no confidential information shall be discussed (e.g., disciplinary policy may be discussed, but a specific instance or enforcement of the policy may not be discussed).
  3. Subcommittees may be established to meet outside of SAC meeting times to research or study a topic to be reported back to the SAC during a regular meeting.

- B. Special Meetings. Special meetings may be called by any officer of the SAC with a minimum of five days' notice given to all SAC members.
- C. Notice of Meetings. Unless otherwise specifically provided, regular and special meetings shall be preceded by written notice, posted at the school or on their website at least 24 hours in advance. The notice shall include the meeting time, location, a description of any matter for which member action may be requested, and a description of the purpose or purposes for which the meeting is called.
- D. Waiver of Notice. When notice is required to be given to any SAC member under these Bylaws, a waiver in writing signed by the person entitled to that notice, whether before or after the time stated therein, shall be the equivalent of giving such notice. Furthermore, attendance at any meeting shall constitute a waiver of notice unless the member attends solely to object that the meeting has not been properly called.
- E. Agendas and Minutes.
  - 1. Proposed agenda items are to be submitted to the chairperson at least ten working days before the meeting. The SAC may modify the agenda during the meeting, elect to address the topic in the future or decide not to address the topic at any meeting.
  - 2. Meeting minutes shall be produced and distributed to members for feedback prior to the next scheduled meeting. Minutes shall be publicly available following each meeting, after they have been reviewed by the committee.
  - 3. As provided by law and in Article III of these Bylaws, the SAC shall meet at least quarterly. **Reference: C.R.S. § 22-11-402(1)(d)**
- F. Attendance
  - 1. Members:
    - a. Members shall contact the chairperson or head of school if unable to attend a meeting.
    - b. Members who fail to attend three consecutive meetings are subject to removal in accordance with Article IV, Section G.
  - 2. Scheduled Visitors:
    - a. Speakers may be scheduled to address the SAC on any topic in consideration of school and community interest provided the chairperson approves the topic.
    - b. The chairperson shall schedule and determine the duration of each presentation.
  - 3. Unscheduled Visitors:
    - a. Unscheduled visitors may address the SAC during open forum for up to three minutes.

- b. The SAC reserves the right to limit the number of persons who address the committee.
- G. Compliance with Colorado's Open Meetings Law. All meetings shall be open to the public with meeting time and location posted in compliance with Colorado's Open Meetings Law, C.R.S. §24-6-401 et seq. Additionally, minutes of any meeting shall be open to public inspection in accordance with Colorado's Open Meetings Law, C.R.S. §24-6-401 et seq.
- H. Quorum. At any meeting, a quorum shall consist of a simple majority of members present.
- I. Voting at Meetings. At all meetings, each voting member shall have one vote. SAC members may vote when absent by giving their vote in writing to the chairperson or vice-chairperson, prior to the meeting.
- J. Participation by Electronic Means. Any SAC member may participate in a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

#### Article VIII

### **Decision-Making Process**

Decision-making (except election of officers, removal of officers, removal of members, and appointment of additional members) should be done using a consensus model. This process should consist of collaboratively generating a proposal, identifying concerns, and modifying the proposal to generate consensus. If consensus cannot be reached, decisions may be put to a vote of the voting members. Decisions by consensus or vote require a quorum of the SAC. To the extent decisions cannot be reached by consensus, the chairperson or the SAC by majority vote may elect to proceed under the procedural rules set forth in the most recent edition of *Robert's Rules of Order*.

#### Article IX

### **Amendments**

- A. Articles Not Subject to Amendment. Articles I through IX of these Bylaws may not be amended, repealed, or altered except by action and approval of the French American School of Denver Board of Directors.
- B. Additional Articles. Additional articles may be added to these Bylaws, subject to the following procedures and limitations:
  - 1. Proposed amendments must not conflict with Articles I through IX of these Bylaws and must comply with other guidelines established by the Board of Directors.

2. Subject to the above, an amendment, repeal, or alteration of the Bylaws may be proposed at any regular meeting or special meeting of the SAC.
3. Members will be provided with notice at least one meeting in advance prior to any meeting in which the SAC will discuss and approve any proposed amendment, repeal, or alteration, unless unusual circumstances exist and the SAC must temporarily approve an amendment, repeal, or alteration to meet emergency conditions. If such unusual circumstances occur, final ratification of an amendment, repeal, or alteration will occur at the next meeting.
4. Proposed amendments must be approved by a two-thirds majority vote of the voting membership to take effect.

## APPENDIX C - Requested State Statute Waivers

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

### Automatic State Waivers.

- 22-32-109 (1)(f), C.R.S. Local board duties concerning selection of personnel and pay
- 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks
- 22-32-110 (1)(h), C.R.S. Local board powers concerning employment termination of school personnel
- 22-32-110(1)(i), C.R.S. Local board duties-Reimburse employees for expenses
- 22-32-110(1)(j), C.R.S. Local board powers-Procure life, health, or accident insurance
- 22-32-110(1)(k)(l), C.R.S. Local board powers-Policies relating the in-service training and official conduct
- 22-32-110(1)(ee), C.R.S. Local board powers-Employ teachers' aides and other non-certificated personnel
- 22-32-126, C.R.S. Employment and authority of principals
- 22-33-104(4), C.R.S. Compulsory school attendance-Attendance policies and excused absences
- 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries
- 22-1-112, C.R.S. School Year- National Holidays

**Non-automatic State Waivers.**

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

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

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

<p>503.5, as this is a non-waivable statute. The school will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings, but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.</p>
<p><b>Duration of Waivers:</b> The duration of the contract.</p>
<p><b>Financial Impact:</b> The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.</p>
<p><b>Expected Outcome:</b> With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.</p>

<p><b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b></p>
<p><b>Statutory Citation and Title:</b>  <b>C.R.S. §22-32-109(1)(n)(I) <u>Board of Education- Specific Duties School Calendar</u> C.R.S. §22-32-109(1)(n)(II)(B) <u>Board of Education-Specific Duties Adoption of District Calendar</u></b></p>
<p><b>Rationale:</b> The responsibility to adopt an academic calendar will be delegated from the district board to the charter board. The charter board will adopt a calendar for the school that meets or exceeds the minimum number of days set in statute. French American School of Denver will prescribe the actual details of its own school calendar to best meet the needs of its students and may have a calendar that will differ from the rest of the schools within the district.</p>
<p><b>Replacement Plan:</b> The final calendar and the school's daily schedule will be designed by French American School of Denver and the calendar will meet or exceed day and contact hour requirements set forth in state statute.</p>
<p><b>Duration of Waivers:</b> The duration of the contract.</p>
<p><b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on the Denver Public Schools or the school.</p>

<p><b>How the Impact of the Waivers Will be Evaluated:</b> The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.</p>
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**Expected Outcome:** As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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

**Statutory Citation and Title:**

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

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

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

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

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

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

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

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

**Statutory Citation and Title:**

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

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

<p><b>Replacement Plan:</b> All employees of French American School of Denver will be employed on an at will basis. The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of French American School of Denver. All teachers of Core Content (Language Arts; Math; Science; Foreign language; Social Studies [Civics, Government, History, Geography, Economics]; Arts) will at a minimum meet at least one of the following guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA, its foreign equivalent, or higher; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) holding at least a BA or higher and passing a State Board approved content exam. Special Education Teachers will hold the requisite state license and endorsement. The school will prioritize the hiring of in-field teachers as defined by the Colorado State Board. The school recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out of-field teachers and years of experience.</p>
<p><b>Duration of Waivers:</b> The duration of the contract.</p>
<p><b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.</p>
<p><b>Expected Outcome:</b> As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.</p>

<p><b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b></p>
<p><b>Statutory Citation and Title:</b>  <b>C.R.S. § 22-63-202 <u>Teacher employment, contracts in writing-duration-damage provision</u></b>  <b>C.R.S. § 22-63-203 <u>Probationary Teachers -renewal and non-renewal of employment contract</u></b>  <b>C.R.S. § 22-63-206 <u>Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers</u></b></p>

<p><b>Rationale:</b> French American School of Denver should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful at a traditional public school will be successful at French American School of Denver. In addition, French American School of Denver is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the Denver Public Schools should have the authority to transfer its teachers into the school or transfer teachers from French American School of Denver to any other schools, except as provided for in</p>
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the Charter School Agreement.
<b>Replacement Plan:</b> French American School of Denver has employment agreements with the terms of nonrenewal and renewal set forth in the agreement, including payment of salaries upon termination of employment. Employment offers will be given in writing and will be at an at-will basis. French American School of Denver will hire teachers on a best qualified basis. There is no provision for transfers.
<b>Duration of Waivers:</b> The duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.
<b>Expected Outcome:</b> The school expects that as a result of this waiver it will be able to manage its own personnel affairs.

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>Statutory Citation and Title:</b> <b>C.R.S. § 22-32-109(1)(b) <u>Local board duties concerning competitive bidding</u></b> <b>C.R.S. § 22-32-110(1)(y) <u>Board of Education Accepting gifts, donations, grants</u></b>
<b>Rationale:</b> In order to manage its own budget and finances, French American School of Denver must be granted the authority to develop its own financial policies and practices.

<b>Replacement Plan:</b> French American School of Denver, rather than the District, will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations. Additionally, French American School of Denver, rather than the District, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.
<b>Duration of Waivers:</b> The duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.

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

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

## APPENDIX D - Requested District Policy Waivers

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

As a part of the policy governance model, the District Board maintains Governance Process, Board/Superintendent Relationship, Ends and Executive Limitations. These policies pertain to the District Board's self-governance, interaction with and evaluation of the superintendent. Therefore, these policies do not apply to the governing board of the charter school.

### **Automatic District Policy Waivers**

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

#### A Policies: Foundations and Basic Commitments

A	Policy Framework for Accelerating Gains in Academic Achievement for All Students
AC	Nondiscrimination and Equal Opportunity ( <i>although the charter school's policy is requested through Governance submission process</i> )
AC-R 1	Procedures for the Investigation of Public Complaints of Discrimination or Harassment ( <i>although the charter school's policy is requested through Governance submission process</i> )
AC-R 2	Procedures for Public Requests for Reasonable Accommodations and Procedures for the Investigation of Public Complaints Regarding the Provision of Requested Accommodations ( <i>although the charter school's policy is requested through Governance submission process</i> )
ACE	Equitable and Inclusive Contracting Policy
AD	Educational Philosophy/School District Mission
ADE ADE- R	Innovation in Education New Innovation School Regulation

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

BDB	Board Officers
BDF	Advisory Committees/Councils
BDF-R 1	Career and Tech Ed Council
BDF-R 2	Preschool Program Council
BDF-R 3	Drug-Free Schools Advisory Council
BDFA	District Personnel Performance Evaluation Council
BDFA- R	Procedures for District Personnel Performance Evaluation Council
BDFB	Finance and Audit Committee
BDFB- E	Exhibit - Finance and Audit Committee Charter
BDFG	District Accountability Committee

BDFG-R	Procedures for District Accountability Committee
BE	School Board Meetings
BEAA	Electronic Participation in School Board Meetings
BID/BI E	Board Fiscal Policy/Board Member Compensation and Expenses/Liability

D Policies: Fiscal Management

DEA	Voter Approved Mill Levy Override Programmatic
DFA	Investment and Cash Management Policy
DFB	Debt Policy
DFC	Derivatives Policy
DH	Bonded Employees and Officers
DIE	Audits/Financial Monitoring
DJGA	Sales Calls and Demonstrations

E Policies: Support Services

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

F Policies: Facilities Development

FF	Naming of Facilities ( <i>unless in District facility, then unwaivable</i> )
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G Policies: Personnel

G Policies: Personnel

G	DPS Employee Handbook
GBA GBA-R1	Equal Employment Opportunity and Nondiscrimination  Procedures for Employee Requests for Reasonable Accommodations and Procedures for the Investigation of Employee Complaints Regarding the Provision of Requested Modifications or Accommodations
GBEA	Conflicts of Interest
GBEBA GBEBA- R	Staff Dress Code Regulation for the Enforcement of the Staff Dress Code
GBEBC	Gifts to and Solicitations by Staff
GBEC GBEC-R	Drug, Alcohol and Tobacco-Free Workplace (Use by Staff Members) Drug, Alcohol and Tobacco-free Workplace Regulation
GBGB	Personal Safety and Security
GDQD	Dismissal of full-time Classified Employees, Specialized Service Providers, and Teachers in Schools with a Waiver of Statutory Dismissal Procedures

GDQD-R	Regulation regarding Procedures for Dismissal of full-time Classified Employees, Specialized Service Providers, and Teachers in Schools with a Waiver of Statutory Dismissal Procedures
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*Note: G policies are Type I because charter employees are not district employees. Charters are encouraged to have these replacement employment policies, but it is not required for the District to review.*

H Policies: Negotiations

HH	Method of Determining Staff Negotiating Organizations
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J Policies: Students

JFABB	Admission of Foreign Exchange Students
JFABB-R	Regulation for Admission of Foreign Exchange Students
JIBA	Student Government
JIBA-R	Student Government (Student Board of Education)
JICC	Student Conduct on Buses <i>(unless using DPS transportation, then unwaivable)</i>
JICC-R	Regulation for Student Conduct on School Buses <i>(unless using DPS transportation, then unwaivable)</i>

K Policies: School – Community Relations

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

**Non-automatic District Policy Waivers**

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

**TYPE II DPS POLICY WAIVERS**

A Policies: Foundations and Basic Commitments

<input checked="" type="checkbox"/>	ADF/ ADF-R	School Wellness
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B Policies: School Board Governance and Operations

<input checked="" type="checkbox"/>	BDF-R4	Collaborative School Committees
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D Policies: Fiscal Management

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

E Policies: Support Services

<input checked="" type="checkbox"/>	EEA EEA-R1 EEA-R2	Student Transportation Regulation for Transportation of Students in School Buses Student Transportation in Private Vehicles
<input checked="" type="checkbox"/>	EEAEEA EEAEEA-R	Drug and Alcohol Testing for Bus Drivers and Employees in Safety Sensitive Positions (only applies when providing non-DPS transportation) Regulation for Alcohol and Drug Testing for Bus Drivers and Employees in Safety-Sensitive Positions (only applies when providing non-DPS transportation)
<input checked="" type="checkbox"/>	EFEA	Nutritious Food Choices
<input checked="" type="checkbox"/>	EGAEA EGAEA-R1 EGAEA-R2	Electronic Mail and Internet Policy ( <i>when on DPS systems, not waivable</i> ) Regulations of Use of Electronic Mail and Internet Systems ( <i>when on DPS systems, not waivable</i> ) Regulation of Student Use of the Internet and Electronic Communications ( <i>when on DPS systems, not waivable</i> )
<input checked="" type="checkbox"/>	EHB	Records Retention

F Policies: Facilities Development

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

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

J Policies: Students

<input checked="" type="checkbox"/>	JICA	Student Dress Code
<input checked="" type="checkbox"/>	JICDE	Bullying Prevention and Education
<input checked="" type="checkbox"/>	JICEA JICEA-R	School-Related Student Publications Regulation regarding School-Related Student Publications
<input checked="" type="checkbox"/>	JICEC JICEC-R	Student Distribution of Noncurricular Materials Regulation for Student Distribution of Noncurricular Materials
<input checked="" type="checkbox"/>	JJH JJH-R	Student Travel and Field Trips (if not waived, “superintendent” approval will be replaced by “charter school leader” approval)  Regulation regarding Student Travel and Field Trips
<input checked="" type="checkbox"/>	JLC	Student Health Services and Records
<input type="checkbox"/>	JLCD JLCD-R	Administering Medications to Students (if using DPS nursing, this policy is unwaivable) Administering Medications to Students Regulation
<input checked="" type="checkbox"/>	JLCDA	Students with Food Allergies
<input type="checkbox"/>	JLDAC JLDAC-E	Screening/Testing of Students Notification of Rights Under the Protection of Pupil Rights Amendments (PPRA)
<input checked="" type="checkbox"/>	JRA/JRC- R	Student Records/Release of Information on Students Regulation Regarding Student Records and Release of Student Information

K Policies: Instructional Program

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

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

### Type III DPS Charter Waivers

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

<input type="checkbox"/>	ADC	Tobacco and Marijuana-Free Schools
<input type="checkbox"/>	ADD	Safe Schools
<input type="checkbox"/>	EBBA EBBA-R	Prevention of Disease/Infection Transmission
<input type="checkbox"/>	EIAI	Artificial Intelligence
<input type="checkbox"/>	IKF IKF-R IKF-R1 IKF-R2 IKF-R3	IKF - Requirements for Graduating class of 2021 and beyond Graduation Requirements for Class of 2021 and Beyond - Supporting Details Graduation Requirements: Financial Literacy Graduation Requirements: Cultural Competency Graduation Requirements: Comprehensive Health Education
<input type="checkbox"/>	JB JB-R1	Equal Educational Opportunity and nondiscrimination Regulation for Implementing Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and Section 504 Grievance Procedures
<input type="checkbox"/>	JICH JICH-R	Drug and Alcohol Use by Students Regulations for Drug and Alcohol Use by Students
<input type="checkbox"/>	JIH	Student Interviews, Interrogations, Searches and Arrests
<input type="checkbox"/>	JK JK-R	Student Discipline ( <i>Note: Provisions related to expulsion cannot be waived</i> ) Student Conduct and Discipline Procedures ( <i>Note: Provisions related to expulsion cannot be waived</i> )
<input type="checkbox"/>	JLCC	Communicable/Infectious Diseases
<input type="checkbox"/>	JLCDB JLCDB- E	Administration of Medical Marijuana to Qualified Students Written Plan: Administration of Medical Marijuana to Qualified Students
<input type="checkbox"/>	JLF JLF-R	Child Abuse and Reporting Reporting Child Abuse and Child Protection
<input type="checkbox"/>	JQ	Fee Schedule ( <i>If not waived, “area superintendent approval” will be read as “charter school leader approval”</i> )
<input type="checkbox"/>	JRCB JRCB-R	Privacy and Protection of Confidential Student Information Privacy and Protection of Confidential Student Information Regulation

By signing the charter contract, the School affirms that it has submitted replacement policies for any of the above waived policies to Authorizing & Accountability.

The Network does not seek the following waivers:

AB	School Performance Framework
ABA	School Performance Compact
AF	Charter Quality Authorizing Policy
AF-R	Regulation for Charter Quality Authorizing Policy
AFCA	False Claims Act Protections
DIA	Online Schools and Online Programs
EBAB	Hazardous Materials and Asbestos Management
ECH	System Lifecycle Management and End-of-Life Disposition
ECA	Building Safety and Security Policy
FAP	Facility Allocation Policy
FN	Shared Campuses
FN-R	Regulation regarding Shared Campuses
IHBHD	Gilliam Center
JC	Student Assignment
JC-R	Regulation for Student Assignment
JF	Admission and Denial of Admission
JFABD	Homeless Students
JFABD-R	Regulation for Implementation of Homeless Student Policy
JFABE	Students in Foster Care
JFABE-R	Students in Foster Care Regulation
JHB	Student Attendance and Truancy
JHB-R	Regulation for Student Attendance
JHB-R2	Attendance Procedures for Different Learning Environments
JHB-R3	2021-22 Remote Program Plan ( <i>automatically waived if submitted state requirements</i> )
JICF	Gang Activity Prevention
JKA	Restraint of Students
JKA-R	Restraint of Students Regulation
KDE	Emergency Management

## **APPENDIX E - Insurance Requirements**

### **General Provisions**

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

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

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

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

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

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

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

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

**Proof of Insurance:** The School certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance

requirements set forth in this Agreement shall not act as a waiver of the School's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

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

### Insurance Coverage and Limits

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

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

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

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

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

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

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

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

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

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

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

#### Other Insurance Provisions

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

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

Primary Coverage: For claims related to this Agreement, the School's insurance coverage shall be primary and noncontributory with other coverage or self-insurance maintained by the District. Claims Made Policies: For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District, whichever is earlier.

Additional Provisions: Defense costs are outside the limits of liability. Policies must contain a severability of interests or separation of insureds provision (no insured versus insured exclusion).

The Commercial General Liability coverage must provide that this is an Insured Contract under the policy.

APPENDIX F - Resolution #5173

**SCHOOL DISTRICT NO. 1  
IN THE CITY AND COUNTY OF DENVER,  
STATE OF COLORADO  
RESOLUTION NO. 5173**

WHEREAS, on July 26, 2019, the Board of Education of School District No. 1 in the City and County of Denver, State of Colorado (the “District”) received an application for consideration of a charter school referred to as FRENCH AMERICAN SCHOOL OF DENVER (the “Applicant” or the “School”);

WHEREAS, on August 22, 2019, the Board approved the charter application of the FRENCH AMERICAN SCHOOL OF DENVER;

WHEREAS, on August 9, 2024, the Board received a charter renewal application for consideration from FRENCH AMERICAN SCHOOL OF DENVER;

WHEREAS, the District’s Authorizing & Accountability team reviewed the application, analyzed performance data, and conducted a site visit at FRENCH AMERICAN SCHOOL OF DENVER on February 27, 2024;

WHEREAS, on November 5, 2024, the school district’s written recommendations regarding renewal were provided to the Board of Education and FRENCH AMERICAN SCHOOL OF DENVER;

WHEREAS, on November 7, 2024, the Board of Education was presented with recommendations, including the recommendation concerning the Renewal Application of FRENCH AMERICAN SCHOOL OF DENVER;

WHEREAS, on November 18, 2024, members of the public, FRENCH AMERICAN SCHOOL OF DENVER and other interested parties had an opportunity to address the board via public comment;

WHEREAS, following reasonable public notice, the Board of Education has considered the renewal application submitted by FRENCH AMERICAN SCHOOL OF DENVER, the Superintendent’s recommendations, renewal memorandum, and information received at public hearings.

NOW, THEREFORE, be it resolved that: The charter school renewal for FRENCH AMERICAN SCHOOL OF DENVER be approved for a five-year renewal and the attached contract be renewed.

If FRENCH AMERICAN SCHOOL OF DENVER meets the provisions outlined in the contract, its contract shall end on June 30, 2030, and FRENCH AMERICAN SCHOOL OF DENVER will have to apply for renewal in the fall of 2029.

Failure to satisfy any of the conditions outlined in the contract, which are material to the approval of the renewal application, may constitute grounds for revocation or non-renewal of the charter as the conditions are necessary for FRENCH AMERICAN SCHOOL OF DENVER to be in the best interest of pupils, the District, and the community.

The board approves the attached charter contract.

In reaching this finding the Board of Education took into account the district's review of FRENCH AMERICAN SCHOOL OF DENVER's progress in meeting the objectives identified in the school's charter application(s), and the results of the charter school's most recent annual financial audit, as summarized in the renewal memorandum.

All of the reports and recommendations referenced above, including but not limited to the renewal memorandum and the FRENCH AMERICAN SCHOOL OF DENVER charter renewal application, are hereby incorporated into this Resolution and made part of the official record.

# SIGNED 2025 Single Site Charter Contract\_FASD - AMENDED-1

Final Audit Report

2025-04-29

Created:	2025-04-29
By:	Julia Erlbaum (julerlbaum@gmail.com)
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Transaction ID:	CBJCHBCAABAAACq-O9er4XgDn-UjHW0iZhkB_9OYlmtur

## "SIGNED 2025 Single Site Charter Contract\_FASD - AMENDED -1" History

-  Document created by Julia Erlbaum (julerlbaum@gmail.com)  
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-  Document e-signed by Kathy Duran (kathy@fasdenver.org)  
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