

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

**RESOLUTION OF CONTRACT RENEWAL
OF**

American Academy Charter School

Whereas on March 14, 2013, the Board of Education ("Board") of the Douglas County School District RE-1 ("District") approved a 5-year renewal charter school contract for the founding board of American Academy, a Colorado nonprofit K-8 charter school, ("Applicant"), for the continuation of American Academy as a district charter school, which charter contract expires on June 30, 2018;

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

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

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

Whereas the Board acknowledges the excellent results on the part of the Board of American Academy, and seeks to promote a healthy balance among expanding choice options, a focus on the best interest of students, and required fiscal soundness and accountability;

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

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


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

Approved this 12th day of December, 2017.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: 
David Ray
President, Board of Education

Attest:

By: 
Krista Holtzmann
Secretary, Board of Education

DCSD/AMERICAN ACADEMY
Renewal Contract Language and Attachments

Table of Contents

Section 1: Introduction

- 1.1 Reference Charter Schools Act.
- 1.2 Reference submission date for application.
- 1.3 Reference approval date for application and approval resolution.

Section 2: Establishment of School

- 2.1 Term**
- 2.2 Charter school legal status**
- 2.3 Pre-opening**

Section 3: District-School Relationship

- 3.1 District Rights and Responsibilities**
 - A. Right to review**
 - B. Complaints**
 - C. School health or safety issues**
 - D. Feedback about progress**
 - E. Access to student records**
- 3.2 School responsibilities and rights**
 - A. Records**
 - B. Notification Provided to the District**
 - C. Compliance**
 - D. Reports**
- 3.3 Indemnification.**
- 3.4 Procedures for Articles of Incorporation and Bylaws amendments.**
- 3.5 District-school dispute resolution procedures.**
- 3.6 Other remedies.**
- 3.7 District violations of charter school law or this contract**

Section 4: School Governance

- 4.1 Governance.**
- 4.2 Corporate purpose.**
- 4.3 Transparency.**
- 4.4 Complaints.**
- 4.5 Contracting for core educational services.**

Section Five: Operation of School and Waivers

- 5.1 Operational powers.**
- 5.2 Transportation.**
- 5.3 Food services.**
- 5.4 Insurance.**
- 5.5 Waivers.**

- A. State laws and regulations
 - I. Automatic waivers
 - II. Additional waiver requests
 - III. Procedures for additional waiver requests
 - IV. Subsequent waiver requests
- B. District policies
 - I. Automatic waivers
 - II. Additional waivers
 - III. Subsequent waiver requests

Section Six: School Enrollment and Demographics

6.1 School grade levels.

6.2 Student demographics.

6.3 Maximum and minimum enrollment.

6.4 Eligibility for enrollment.

6.5 Enrollment preferences, selection method, timeline, and procedures

6.6 Admission process and procedures for enrollment of students with disabilities or a Section 504 plan.

6.7 Participation in other District programs.

6.8 Non-resident admissions.

6.9 Student movement after October 1.

6.10 Expulsion and denial of admission.

6.11 Continuing enrollment

Section Seven: Educational Program

7.1 Mission and Vision.

7.2 School goals.

7.3 School Accreditation.

7.4 Educational program characteristics.

7.5 GED and online programs.

7.6 Curriculum, instructional program, and pupil performance standards.

7.7 English Language Learners

7.8 Education of students with disabilities.

Section Eight: Financial Matters

8.1 Revenues.

A. District per pupil revenue funding.

B. Mill Levy funds.

C. Federal categorical aid.

D. State categorical aid.

8.2 Disbursement of Per Pupil Revenue.

A. Disbursement of District per pupil revenue funding.

B. Adjustment to funding.

8.3 Budget.

8.4 Enrollment projections.

8.5 TABOR reserve.

8.6 Contracting.

8.7 Annual audit and trial balance.

- 8.8 Quarterly reporting.
- 8.9 Non-commingling.
- 8.10 Encumbrances and borrowing.
- 8.11 Loans

Section Nine: Personnel

- 9.1 Employee status.

Section Ten: Service Contracts with the District

- 10.1 Direct costs.
- 10.2 District services.

Section Eleven: Facilities

- 11.1 Location.
- 11.2 Use of District facilities.
- 11.3 Impracticability of use.
- 11.4 Long-range facility needs.

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

- 12.1 Renewal timeline and process.
- 12.2 Renewal application contents.
- 12.3 Criteria for renewal or non-renewal and revocation.
- 12.4 Termination and appeal procedures.
- 12.5 School- initiated closure.
- 12.6 Dissolution.
- 12.7 Return of property.

Section Thirteen: General Provisions

- 13.1 Order of precedence.
- 13.2 Amendments.
- 13.3 Merger.
- 13.4 Non-assignment.
- 13.5 Governing law and enforceability.
- 13.6 No third-party beneficiary.
- 13.7 No waiver.
- 13.8 Notice.
- 13.9 Severability.
- 13.10 Interpretation.

AMERICAN ACADEMY CHARTER SCHOOL CONTRACT Attachments

- 1. Automatic Waivers of State Laws/ Additional Requests for Waiver of State Law and/or Regulation/ Rationale**
- 2. District Policy Waivers/ Rationale**

Section 1: Introduction

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

Recitals

1.1 Reference Charter Schools Act.

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

1.2 Reference submission date for application.

WHEREAS, on November 28, 2017, the Board of Education of the School District ("Board of Education") approved the staff renewal recommendation for American Academy for the renewal request submitted by the Charter School;

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

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

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

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

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

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

Section Two: Establishment of School

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

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

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

Section Three: District-School Relationship

3.1 District Rights and Responsibilities

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

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

- b. **Complaints.** The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within ten (10) days of receipt by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity.

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

3.2 School responsibilities and rights.

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

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

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

- i. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
- ii. Any circumstance requiring the lockout, lockdown, evacuation or closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;
- iii. The arrest of any members of the Charter Board or Charter School employees for

- a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
 - iv. Misappropriation of funds;
 - v. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
 - vi. Any change in its corporate status with the Colorado Secretary of State's Office or status as a §501(c)(3) corporation, if applicable.
- c. **Compliance.** The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5 below.
- d. **Reports.** The Charter School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The district will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the District may take actions outlined in Section 3.6 of this Contract.
 - i. **Accreditation.** The School shall provide the District all required documents set forth on the Data Submission timeline that include but are not limited to: (1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results, including evidence the School met, exceeded, or made reasonable progress toward meeting its objectives; (4) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with the Every Student Succeeds Act ("ESSA"), if required by CDE or the District; (5) a description of the School's educational program and services; (6) a description of the District services provided to the School and their effectiveness and efficiency; and (7) Colorado Department of Education annual report requirements not otherwise listed above.
 - ii. **Required financial reports (including budget)**
 - a. Proposed Budget – 4/30
 - b. Projected enrollment – 12/3
 - c. Charter Board approved budget – 5/19
 - d. Quarterly financial reports – within 45 days of the close of the quarter
 - e. Annual audit – 9/30
 - f. School calendar – 3/14
 - iii. **Health and safety information** including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – upload monthly.

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

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

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

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

- a. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- b. Either party shall notify the other party that a dispute exists between them within 30 days from the date the dispute arises. Such notification shall be in writing and shall identify the article and Section of the Agreement that is in dispute and the grounds for the position that such article and Section is in dispute. The matter shall be immediately submitted to

the head of the school and the Superintendent of the School District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

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

3.6 Other remedies. If the School is subject to nonrenewal or revocation under C.R.S. §22-30.5-110 (3), state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

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

- a. Withholding up to 10 percent of the funds due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior

to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.d by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in §22-30.5 (112) (g).

- b. Taking immediate control of the School or some portion thereof. Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious and imminent threat to the School or District students, the community, or the property rights of the District or the School, the District may, but shall not be required to, apply for an order pursuant to C.R.S. § 22-30.5-702 to take immediate control of the School and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the District shall continue during the pendency of any dispute resolution process with respect to any alleged breach.
- c. Submission of a plan to the District to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the Charter Board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

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

Section Four: School Governance

- 4.1 Governance. The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The governing board shall operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body shall be made in accordance with the procedures described in Section 3.4 of the Contract.
- 4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, §22-30.5-101, et seq., C.R.S.
- 4.3 Transparency. The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings

consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

- 4.4 **Complaints.** The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District's Board of Education, and shall not be subject to appeal.
- 4.5 **Contracting for core educational services.** Unless otherwise agreed in writing by the District, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses.

Section Five: Operation of School and Waivers

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

Comprehensive general liability - \$3,000,000
Officers, directors and employees' errors and omissions - \$1,000,000
Property insurance - As required by landlord
Crime Coverage: \$50,000
Motor vehicle liability (if appropriate) - \$1,000,000
Bonding (if appropriate)
Minimum amounts: \$25,000
Maximum amounts: \$100,000

Workers' compensation - (as required by state law and should purchase employer's liability up to \$500,000)

Fiduciary Liability: \$1,000,000

Accidental Death and Dismemberment for Volunteers: \$10,000

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

5.5 Waivers

a. State Laws and Regulations

- i. Automatic waivers. Automatic state waivers come into effect upon execution of this contract, pursuant to 1 CCR 301-35. The automatic waivers from state law or regulation are set forth in Attachment 1.**
- ii. Additional waiver requests. The School may seek additional, non-automatic waivers if a statute or rule applies to the School and is deemed by the School to be inconsistent with the School's operational or educational needs.**
- iii. Procedures for additional waiver requests. The District Board of Education agrees to jointly request waiver of additional state laws and regulations, in addition to those automatically granted, as appropriate. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.**
- iv. Subsequent waiver requests. The School may request additional waivers after the original waiver request by way of an addendum to this contract. Upon receipt of such request, the District shall have 30 calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have 30 calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board of Education approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that**

representatives of the parties shall meet to negotiate the effect of such State Board action.

b. District Policies

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

5.6 Traffic Planning

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

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

- alternative strategies to be invoked if/when original strategies become unsuccessful

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

Section Six: School Enrollment and Demographics

6.1 School grade levels. The School may serve students in grade PK through grade 8.

6.1.a Student demographics. As required by the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3), the School shall make enrollment decisions in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School is committed to the goal of recruiting, enrolling and retaining a student population that will mirror and be reasonably representative of the "at risk" student population in the community it serves. The parties acknowledge that the School's good faith implementation of such outreach plan may not, in and of itself, ensure its complete success. Accordingly, the parties agree that their representatives will review the success and operation of the plan and improvements that could be made to the plan within a reasonable time following compilation of the October 1 counts.

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

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

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

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

- a. Following the application deadline and upon completing the lottery if appropriate, the School shall require that the student/District provide the most recent IEP or Section 504 Plan, if any.
- b. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan shall be provided to the School's multi-disciplinary IEP team immediately upon receipt of the IEP or 504 Plan.

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

6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter School Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

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

6.8 Student movement after October 1. After October 1, any movement of students between the School and any district school, including the school serving the student's resident address that is not operated pursuant to a charter school Contract, is subject to District open enrollment policies and/or an agreement between the School and the Superintendent or designee. The School agrees to use the standard district administrative transfer process. Requests for transfer to a District school shall not be unreasonably denied.

- 6.9 **Expulsion and denial of admission.** The authority to hold expulsion hearings shall be vested by the District Board in the Charter Board's designee, who may seek assistance from the District or the District's designee. Appeal from the decision of the Charter Board's designee shall be to the Charter Board. Any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School, in cooperation with the District as appropriate, with all costs for such services to be borne by the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School, in cooperation with the District, with all costs for such services to be borne by the School.
- 6.10 **Continuing enrollment.** Students enrolled in the School shall remain enrolled in the School through the highest grade served by the school, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's open enrollment and administrative transfer procedures.

Section Seven: Educational Program

- 7.1 **Mission.** American Academy will achieve academic excellence through a challenging, sequenced curriculum that emphasizes science, technology, engineering, arts, and math to provide our children with the tools to become the leaders of tomorrow. Together, our students, faculty, parents, and community will cultivate character, civic responsibility, and intellectual development.

THE FIVE COMPONENTS OF THE AMERICAN ACADEMY MISSION

Academic excellence

A science, technology, engineering, arts, and mathematics (STEAM) emphasis

Consistent character development

A school culture of respect and responsibility

A challenge for every student

- 7.2 **School goals.** American Academy's program will measure educational success via the standard UIP process, along with such other interim and final benchmarks as are appropriate to the school or are required by the State or the District.
- 7.3 **School Accreditation.** District Accreditation Indicators: Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The School acknowledges that these indicators and process may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.
- 7.4 **Educational program characteristics.** The charter school will continually update curricular packages to meet the State and National education standards in effect. The school will utilize only research-based programming that meets or exceeds State/Federal standards for each subject offered.
- 7.5 **GED and online programs.** The School's educational program as contained in the application and reviewed by the District does not include a GED or on-line program pursuant to §22-33-104.6, C.R.S., and the School is accordingly prohibited from offering such GED or on-line programs.

- 7.6 Curriculum, instructional program, and pupil performance standards.** The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.
- 7.7 English language learners.** The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and exiting English language learners.
- 7.8 Education of students with disabilities.**
- a. The cost for any special education services provided by the School District is described in the Purchased Service Agreement as it may be amended from time to time. The School District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities as set forth in the student's IEP or 504 plan, it shall be the responsibility of the School District.
 - b. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the School District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the School District's position, if reasonable, shall control. Nothing in this section shall prevent either party from electing to expend its own funds to settle a disputed special education matter. Should the District expend funds to settle a special education matter, it may also reasonably allocate such expenditure between itself and the School. If the School disputes the District's allocation, it may pursue dispute resolution pursuant to Paragraph 3.5 of this contract.
 - c. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
 - d. The School's special education teachers may participate in monthly staff and professional development meetings sponsored by the District. Newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and may be supported by a mentor selected by the District throughout the first year of employment.
 - e. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in

connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.

- f. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

Section Eight: Financial Matters

8.1 Revenues.

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

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

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

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

either by the District or the Colorado Department of Education as required.

8.2 Disbursement of Per Pupil Revenue.

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

8.3 Budget. On or before April 30 of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision by May 19. A material violation of this may result in the District initiating remedies described in Section 3.6.

8.4 Enrollment projections. The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by December 1, including plans for increases or decreases in enrollment. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.5 TABOR Reserve. The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ('TABOR Reserve'). The District shall credit the School's ending fund balance in each fiscal year the per pupil portion of the District's TABOR Reserve represented by the School's funded enrollment based on the prior year's October membership. The School shall be charged, as an allocated cost, its pro-rata share of any required TABOR Reserve increases.

8.6 Contracting. The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has not authority to enter into a Contract that

would bind the District, and the School's authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each written contract entered into by the School shall include the following provisions:

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

8.7 **Annual audit and trial balance.** The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in final form by September 30 of each year. The School shall pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If such audit is not received by September 30 of each year, it shall be considered a material breach of Contract and the School shall have 10 business days, or such other time as the parties may agree, to cure such breach.

8.8 **Quarterly reporting.** The School shall prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports shall be submitted to the District no later than 45 days following the end of each quarter, except that all fourth quarter and year-end reports shall be submitted with the annual independent financial audit.

8.9 **Non-commingling.** Assets, funds, liabilities and financial records of the school shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.10 **Encumbrances and borrowing.** During the term of this Contract, the School shall not encumber any of its assets without the written permission of the District.

8.11 **Personal Loans.** No loans may be made by the School to any person or entity for any purpose, except that the Board may permit, in cases of hardship, advances of not more than one month of employee pay.

Section Nine: Personnel

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

Section Ten: Service Contracts with the District

10.1 **Direct costs.** The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to §22-30.5-1

12(2)(a.9)(b.5), C.R.S. Such negotiations shall be concluded by June 15th of the year preceding that to which the costs apply.

- 10.2 **School District services.** Agreements between the School and School District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized by March 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

Section Eleven: Facilities

- 11.1 **Location.** During the term of this Contract, the School shall not establish any educational programs at any locations other than the facilities located at 6971 Mira Vista Lane, Castle Pines, CO, 10260 Twenty Mile Road, Parker, CO and 11155 Motsenbocker Road, Parker, Colorado 80134.
- 11.2 The School may move its locations only with the written approval of the District. Any requested change in location shall be consistent with the application and the School's mission. The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it.
- 11.3 **Use of District facilities.** The School may not use District facilities for activities and events without prior written consent from the District.
- 11.4 **Impracticability of use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate the School.
- 11.5 **Long-range facility needs.** When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

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

- 12.1 **Renewal timeline and process.** The School shall submit its renewal request by September 1 of the year before the School's Contract expires. The Board of Education shall act on the renewal request by resolution no later than December 1 of the year before the School's Contract expires (or such date as may be mutually agreed upon by the School and the District), following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.
- 12.2 **Renewal contents.** The renewal information provided by the School may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The District may modify this process, but shall not do so prior to seeking input from the School.

- 12.3 Criteria for renewal or non-renewal and revocation. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. §22-30.5-110 (3), as they exist now or may be amended or material breach of this Contract.
- 12.4 Termination and appeal procedures. The District shall provide the School written notice of the grounds for termination, which may be considered by the District Board after receiving the written recommendation of the superintendent. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.6) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.
- 12.5 School-initiated closure. Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least sixty (60) days before the end of the school year.
- 12.6 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.8 below and 2) reassignment of students to different schools. School personnel and its charter school governing board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.
- 12.7 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for-profit organization.

Section Thirteen: General Provisions

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

policies of the School and mutually-acceptable practices developed during the term of the charter contract shall take precedence over the Application.

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

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

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

13.5 Governing law and enforceability. This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

DOUGLAS COUNTY SCHOOL DISTRICT RE. 1

By:  _____

President, Board of Education

Attest:  _____

Secretary

AMERICAN ACADEMY

By: _____

President, Charter School Board

Attest: _____

Secretary



**ATTACHMENT 3:
 Charter School Waiver Request Cover Page**

The State Board has identified waivers that are automatically granted to all charter schools pursuant to Colorado Revised Statutes § 22-2-107 (1) (c), § 22-2-106 (1) (h) and HB 14-1292. No documentation is required by the state for waivers from those deemed automatic. For a list of those automatic waivers, visit <http://www.cde.state.co.us/cdechart/waivers>.

For any non-automatic waiver requests, the authorizer needs to submit to CDE (soc@cde.state.co.us):

- A signed copy of the charter contract, renewal or extension between the charter school and its authorizer, including a complete list of requested waivers. Please note that waiver requests must meet the requirements set in the Charter School Act (22-30.5-104, C.R.S. and 22-30.5-105(2)).
- A replacement plan for each waiver being requested per 22-30.5-105(2) that addresses the manner in which a charter school shall comply with the intent of the state statutes, state board rules, and district rules. Schools and/or authorizers may wish to make this a separate addendum.

In order for CDE to expedite the review of your waiver request, please include the following information and/or identify the page in your charter contract where the following information can be found:

Charter School:

Name: American Academy

School Address: 6971 Mira Vista Lane City: Castle Pines Zip Code: 80108

Term of the charter contract: July 01, 2018 through June 30, 2023

Charter school waiver contact: Amanda Lane-Cline Title: Executive Director of Schools

Phone: (720)-292-5200 Email address: acline@aak8.org

Authorizer: Charter School Institute (X) Name of local district: Douglas County RE-1

Authorizer waiver contact: Tom McMillen Title: Director, Student and Parent Choice

Phone: (303)-387-9513 Email address: thmcmillen@dcsdk12.org

Waiver Information:

Attachment 5 Where non-automatic waivers from state statute/rule can be found.
Page number(s) in contract

Attachment 5 Where rationale and replacement plans for waivers from state statute/rule can be found.
Page number(s) in contract

Required Signatures:

David Ray
 Authorizer Contact (Print Name)

[Signature]
 Signature-Authorizer Contact

12/12/17
 Date

Amanda Lane-Cline
 Charter Contact (Print Name)

[Signature]
 Signature-Charter Contact

11-14-17
 Date



Charter School Waiver Request Form

(Updated December 2014)

The following automatic waivers have been granted to all charter schools pursuant to Colorado Revised Statutes § 22-2-107 (1) (c), § 22-2-106 (1) (h) and HB 14-1292. No documentation is required by the state for waivers from the following statutes:

State Statute Citation	Description
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(n)(II)(A), C.R.S.	Determine teacher-pupil contact hours
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-Terminate employment of 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), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
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)	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S.	School Year-National Holidays

For any non-automatic waiver requests, please provide electronic (PDF) versions of the following:

- A signed copy of the charter contract, renewal or extension between the charter school and its authorizer, including a complete list of requested waivers as an appendix.
- Waiver Request Form-complete, typed and signed by both the school and its authorizer
- A Rationale and Replacement Plan (RRP) for each non-automatic waiver being requested. A sample RRP can be found [here](#).

Please be advised that the following waivers are no longer considered automatic:

State Statute Citation	Description
22-9-106, C.R.S.	Local board duties concerning performance evaluations
22-32-109(1)(n)(I), C.R.S.	Local board duties concerning school calendar
22-32-109(1)(n)(II)(B), C.R.S.	Adopt district calendar
22-63-201, C.R.S.	Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202, C.R.S.	Teacher Employment Act- Contracts in writing, damage provision
22-63-203, C.R.S.	Teacher Employment Act- Requirements for probationary teacher, renewal & nonrenewal
22-63-206, C.R.S.	Teacher Employment Act-Transfer of teachers

Charter School Information:

Charter School Name: American Academy

Charter school mailing address:

Street: 6871 Mira Vista Lane

City: Castle Pines

Zip Code: 80108

Charter school contact name: Amanda Lane-Cline

Title: Executive Director of Schools

Phone: (720)-292-5200 EXT: _____ Email address: acline@aak8.org

Projected or current enrollment: 17-18: 2,360; 19-20: 2,850 Grades served: Lowest: K Highest: 8

Term of the charter contract: 07/01/2018 (MM/DD/YY) through June 30, 2023 (YYYY)

Enter the year the charter school originally opened: 2005 (YYYY)

Waiver request prepared for the charter school by: Amanda Lane-Cline

Phone: (720)-292-5200 EXT: _____ Email: acline@aak8.org

Authorizer Information:

Charter School Institute Name of local school district: Douglas County RE-1

Authorizer's mailing address:

Street: 620 Wilcox Street

City: Castle Rock

Zip Code: 80108

Authorizer contact name: Tom McMillen

Title: Director, Student and Parent Choice

Phone: ()- - EXT: _____ Email address: thcmcmillen@dcadk12.org

Please list the non-automatic waiver(s) from statute and rule that are being requested below:

22-2-112(1)(q), C.R.S., Commissioner Duties: Higher education educator preparation programs

22-7-1014(2)(a), C.R.S., Preschool Individualized Readiness Plans - School Readiness - Assessments

22-9-106, C.R.S., Local Boards of Education – Duties – Performance Evaluation System – Compliance – Rules

22-32-109(1)(n)(II)(B), C.R.S., Board of Education – Specific Duties: Adoption of district calendar

22-32-109(1)(j), C.R.S., Board of Education - Specific Duties: Identifying principals that require further training

22-63-201, C.R.S., Employment – License Required – Exception

22-63-202, C.R.S., Employment Contracts – Contracts to be in Writing – Duration – Damage Provision – Repeal

22-63-203, C.R.S., Probationary Teachers – Renewal and Nonrenewal of Employment Contract

22-63-203.5, C.R.S., Nonprobationary Portability

22-63-206, C.R.S., Transfer – Compensation

Required Signatures

David Ray
Authorizer Contact (Print Name)


Signature-Authorizer Contact

Date

Amanda Lane-Cline
Charter School Contact (Print Name)


Signature-Charter School Contact

11-14-17
Date



ATTACHMENT 4: Charter School Waiver Request Addendum

This addendum lists the non-automatic waivers from statute and rule and the related replacement plans that the charter school is requesting.

Contact Information
School Name: American Academy
School Address (mailing): 6971 Mira Vista Lane, Castle Pines, CO 80108
Charter School Waiver Contact Name: Amanda Lane-Cline
Charter School Waiver Contact's Phone Number: 720-292-5200
Charter School Waiver Contact's Email: acline@aak8.org

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-2-112(1)(q) <u>Commissioner – duties</u> Using teacher evaluations to determine effectiveness of educator preparation programs</p>
<p>Rationale: American Academy uses its own evaluation system for all personnel. The American Academy evaluation process and resulting ratings/outcomes do not align with school district or state systems. American Academy uses its evaluation to inform professional development decisions, for each individual, that are aligned with American Academy's mission, goals and objectives. Evaluation data does not attempt to rate the effectiveness of a teacher's preparatory studies while enrolled in higher education courses. Further, as agreed to in this contract, American Academy does not exclusively hire teachers who possess a teaching degree or certification. As such, American Academy should not be required to report its teacher evaluation ratings as part of the commissioner's report.</p>
<p>Replacement Plan: American Academy's Executive Director of Schools and/or his/her designee(s) will conduct performance evaluations following the process established by the American Academy Board of Directors and the Executive Director of Schools. The criteria and process used for American Academy's evaluation system are aligned with American Academy's goals and objectives and evaluations for teachers, specifically, are utilized with the goal of improving student achievement and academic growth.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>

How the Impact of the Waiver will be Evaluated:

Staff performance has a critical impact on the performance of the entire school and the impact of this waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.

Expected Outcome:

With this waiver, American Academy will be able to implement its program and evaluate its staff in accordance with its performance evaluation system, which is designed to produce greater accountability and be consistent with American Academy's mission, goals and objectives. This will benefit staff members as well as students and American Academy's community.

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

C.R.S. §22-7-1014(2)(a)

Preschool individualized readiness plans - school readiness -- assessments
Kindergarten program and school readiness

Rationale:

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

Replacement Plan:

American Academy offers full- and half-day programs for its kindergarten students. Every program's curriculum offers: Saxon Math, oral & written literacy, manners & character. Additionally, full-day programs include instruction in history, science, art, music, physical education and technology. The curriculum maps ensure all American Academy kindergarten programs meet or exceed state standards. Curriculum is delivered via direct instruction, hands-on discovery and creative play. Using clear and relevant methods and assessments, students are monitored continuously through their enrollment in the American Academy kindergarten program to determine their progression toward demonstrating school readiness.

Duration of Waiver:

American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.

Financial Impact:

American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.

How the Impact of the Waiver will be Evaluated:

The impact of this waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.

Expected Outcome:

With this waiver, American Academy will be able to provide appropriate assessments and support that ensure kindergarten students demonstrate success and readiness for higher levels of learning in all academic content areas.

Non Automatic Waiver: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

C.R.S. §22-9-106

Local boards of education - duties - performance evaluation system - compliance - rules

Rationale:

American Academy's administration should continue to have the ability to perform the evaluation of all personnel. Should the evaluator not have a Type D certificate, this should not preclude him or her from administering evaluations.

Replacement Plan:

The American Academy Executive Director of Schools and/or his/her designee(s) will conduct performance evaluations following the process established by the American Academy Board of Directors and the Executive Director of Schools. The American Academy Board of Directors, exclusively, will conduct performance evaluations related to the position of Executive Director of Schools.

Duration of Waiver:

American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.

Financial Impact:

American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.

How the Impact of the Waiver will be Evaluated:

Staff performance has a critical impact on the performance of the entire school and the impact of this waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.

Expected Outcome:

With this waiver, American Academy will be able to implement its program and evaluate its staff in accordance with its performance evaluation system, which is designed to produce greater accountability and be consistent with American Academy's mission, goals and objectives. This will benefit staff members as well as students and American Academy's community.

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

C.R.S. §22-32-109(1)(n)(II)(B)

Board of education - specific duties

Adoption of district calendar

Rationale:

American Academy's calendar should continue to align with American Academy's goals and objectives regarding student achievement and staff development, while meeting or exceeding the State's minimum number of teacher-pupil instruction and teacher-pupil contact hours and/or days. American Academy's calendar differs from Douglas County RE-1's school calendars.

Replacement Plan:

The American Academy Board of Directors and the Executive Director of Schools will develop and adopt a school calendar and daily schedule that aligns with its goals and objectives and will meet or exceed minimum state expectations. Prior to the conclusion of a school year, a copy of the next school year calendar will be provided to the parents or guardians of all children enrolled in American

<p>Academy and will include dates for staff development programs scheduled during the school year. Any change in the calendar, excluding changes resulting from emergency closings or other unforeseen circumstances, will be provided to parents with adequate and timely notice from American Academy.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, American Academy will be able to implement a calendar and daily schedule that allows it to achieve its objectives in student achievement and student/staff growth.</p>

Non Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-32-109(1)(j) <u>Board of education - specific duties</u> <u>Identifying principals that require further training</u></p>
<p>Rationale: American Academy is responsible for its own personnel matters including employing individuals under its own terms and conditions, policies and procedures and development/training of staff.</p>
<p>Replacement Plan: American Academy is responsible for all employment and hiring matters, rather than Douglas County RE-1. American Academy's administration structures professional development that aligns with American Academy's staffing needs.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, American Academy will be able to identify training needs for all staff, including principals.</p>

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-63-201 <u>Employment - license required – exception</u></p>

<p>Rationale: American Academy should be granted the continued authority to hire teaching staff who support American Academy's goals and objectives. American Academy will seek to attract teachers from a wide variety of backgrounds, including, but not limited to, teachers with teaching degrees, teachers with current licenses, 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>
<p>Replacement Plan: Where possible, American Academy will hire certified teachers. However, in some instances it may be advantageous or necessary for American Academy to hire teachers who do not possess a certificate but do possess unique backgrounds and/or skills that meet the needs of American Academy to fulfill its mission, objectives and goals. All employees of American Academy will be employed on an at-will basis.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, American Academy will be able to employ professional staff possessing unique skills and/or background filling all staff needs.</p>

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-63-202 <u>Employment contracts - contracts to be in writing - duration - damage provision - repeal</u></p>
<p>Rationale: American Academy should be granted the continued authority to hire staff in accordance with its employment processes, policies and expectations, using its own employment contracts with terms and conditions of employment that meet American Academy's staffing needs.</p>
<p>Replacement Plan: Where possible, American Academy will enter into written employment agreements with employees. The basis for all employment agreements, written or otherwise, will be at-will. Agreements will outline the terms and conditions of employment including, but not limited to, the duration services are needed, rate of compensation and expectations of performance.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated:</p>

This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.
Expected Outcome: As a result of this waiver, American Academy will be able to hire employees on an at-will basis and to determine if individuals are eligible for retention or re-hire in future years.

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title C.R.S. §22-63-203 <u>Probationary teachers - renewal and nonrenewal of employment contract</u>
C.R.S. §22-63-203.5 <u>Nonprobationary portability</u>
Rationale: American Academy should be granted the continued authority to use its own employment contracts and terms and conditions of employment and to operate on an at-will employment basis. American Academy should be granted the continued authority to evaluate its employees using American Academy's own evaluation criteria and processes each year to determine if contracts will be renewed.
Replacement Plan: American Academy will determine, using the American Academy performance evaluation system and an at-will basis of employment, whether adequate progress towards the goals and objectives of an individual's position has been met and whether an employment contract will be renewed.
Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.
Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.
How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.
Expected Outcome: As a result of this waiver, American Academy will be able to determine if individuals will be offered continued employment at American Academy and/or if they are eligible for re-hire in future years.

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title C.R.S. §22-63-206 <u>Transfer - compensation</u>
Rationale: American Academy teachers are employed by American Academy, not Douglas County RE-1. As such, transferring employees between American Academy and a Douglas County RE-1 district school is not an option, nor is it feasible, as they are two separate and unique employers.
Replacement Plan:

American Academy hires teachers that are uniquely qualified to further the goals and objectives of American Academy. American Academy will consider applicants from Douglas County RE-1 in the same manner it considers all applicants.

Duration of Waiver:

American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.

Financial Impact:

American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.

How the Impact of the Waiver will be Evaluated:

This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.

Expected Outcome:

As a result of this waiver, American Academy will be able to have complete and autonomous control in regards to the individuals it elects to employ.

**Attachment 5:
Waiver Request and Rationale Plan: Douglas County RE-1 Policies**

.....

District Policy Waivers

American Academy requests waivers for the following DCSD policies.

- 1) Policy DFA/DFA-R/DG/DG-R – Cash Management and Investment Policy/Banking Services, Deposit of Funds, Authorized Signatures and Check Writing

Rationale: AA is a charter school with a business model independent of the district. American Academy has its own policies and procedures around collecting and depositing cash.

Replacement Plan: American Academy has its own Collection and Deposit Procedures and Authorized Signature and Purchasing Policy.

- 2) Policy DJ/DJ-R/DJA/DJE/FEG/FEH – Purchasing/Purchasing Procedures/Purchasing Authority/Bidding Procedures/Construction Contracts

Rationale: AA is a charter school with a business model independent of the district. American Academy does not use DCSD Purchasing; therefore, the school has its own policies and procedures around purchasing authority and purchasing procedures.

Replacement Plan: The American Academy Board of Directors' Authorized Signature and Purchasing Policy and Credit Card Policy are used in replacement of DCSD Purchasing. In addition, American Academy has its own Purchasing Procedure and Credit Card Procedure.

- 3) Policy DJC – Petty Cash

Rationale: AA is a charter school with a business model independent of the district. American Academy does not use DCSD for Petty cash.

Replacement Plan: American Academy has its own Petty Cash Procedure.

- 4) Policy DJG/DJGA - Vendor Relations, Sales Calls and Demonstrations

Rationale: AA is a charter school with a business model independent of the district. American Academy does not use DCSD Purchasing; therefore, the school will work with vendors directly, without authority from the DCSD Purchasing Department.

Replacement Plan: The American Academy Board of Directors and its Designee will determine which vendors to work with.

- 5) DCSD Policy: DK/DKA/DKC/DKC-R-1/DKC-R-2/DKC-R-3 – Payment Procedures/Payroll Procedures/Employee Expense Authorization/Travel Expense Authorizations

Rationale: AA is a charter school with a business model independent of the district; employees of American Academy are not employees of the district. American Academy does not use DCSD Business Services or Payroll Services; therefore, the school is responsible for payroll and all other payments to employees of the school as well as outside vendors.

Replacement Plan: American Academy has its own [Payroll Procedures](#) and [Expenditures Procedure](#).

- 6) DCSD Policy: EBCE/EBCE-R – School Closings and Cancellations

Rationale: American Academy will, at a minimum, follow the closings and delays announced by DCSD. However, American Academy may also elect to delay or close school on days that the district does not.

Replacement Plan: AA has its own [School Closures and Delays protocol](#) and [Snow Day Procedure](#)

- 7) DCSD Policy: EEAA – Transportation Eligible Students

Rationale: American Academy is a charter school that serves kids from all over Douglas County. American Academy is also a school of choice. It is the responsibility of parents to provide transportation of students to and from school.

Replacement Plan: AA requires parents to provide transportation.

- 8) DCSD Policy: EF/EFC/EFF – Food Services

Rationale: AA may not use DCSD Nutrition Services to provide Food Services. In the event that the school does use Nutrition Services, the above DCSD policies apply. In the event that American Academy does not use DCSD Nutrition Services, the policies are not applicable.

Replacement Plan: In the event that American Academy does not use DCSD Nutrition Services, American Academy will be responsible for adherence to all applicable laws.

- 9) DCSD Policy: GBEA – Staff Dress Code

Rationale: AA has standards for American Academy staff.

Replacement Plan: American Academy has its own [Employee Dress Code Policy](#).

10) DCSD Policy: GBJ – Personnel Records

Rationale: A personnel file will be maintained at American Academy for all AA employees, including teachers.

Replacement Plan: AA will be responsible for these matters rather than the District.

11) DCSD Policy: HB/H – Relationship with Labor Unions/Negotiations

Rationale: AA employees are not district employees and are not part of a labor union.

Replacement Plan: Not applicable.

12) DCSD Policy: IGA/IGA-E/IGA-R Curriculum Development/District Course Proposals

Rationale: Under the Charter School Act, AA has developed its own curriculum as stated within its charter. AA's Board of Directors, has the authority to continue development of the educational program and prescribe the textbooks to be used as long as the program remains consistent with the charter.

Replacement Plan: AA will be responsible for these matters rather than the District. The AA Board of Directors will have responsibility in setting curriculum. AA's curriculum is documented in [AA's Curriculum Policy](#).

13) DCSD Policy: U/U-E/U-E1/U-E2/U-R/UJA/UJA-E-3/UJA-R/UB/IJB-R/UJC/UL Textbook, Library and Instructional Resources and Related Policies

Rationale: Under the Charter School Act, AA has developed its own curriculum, including selecting textbooks and instructional resources, as stated within its charter. AA's Board of Directors, has the authority to continue development of the educational program and prescribe the textbooks to be used as long as the program remains consistent with the charter.

Replacement Plan: AA Board of Directors and its Designee will have responsibility in selecting textbooks, instructional resources, and library materials.

14) DCSD Policy: IJOA – Field Trips and Excursions

Rationale: AA has the authority to determine which field trips and excursions align with its educational program.

Replacement Plan: AA has its own [Field Trip Procedure](#) which addresses protocol as well as parent drivers/volunteers.

15) DCSD Policy: JC – School Attendance Areas

Rationale: AA is a charter school open to the entire District.

Replacement Plan: AA will accept (via a lottery selection) students first from Douglas County and then from out-of-district schools in accordance with the [AA Enrollment Policy](#) and Charter Contract.

16) DCSD Policy: JICA – Student Dress

Rationale: The charter school students are required to wear a uniform.

Replacement Plan: American Academy has its own [Student Uniform Policy](#).

17) DCSD Policy: JJF -- Student Activities Funds Management

Rationale: The charter school is responsible for managing its own budget, including student activities funds.

Replacement Plan: AA will be responsible for allocating student activities funds as deemed appropriate by the AA Board of Directors and its Designee, within Colorado Law and this Charter Contract.

18) DCSD Policy: JQ/JQ-R/JQ-E -- Student Fees

Rationale: American Academy is responsible for managing its own budget, including setting student fees.

Replacement Plan: AA will be responsible for determining student fees as deemed appropriate by the AA Board of Directors and its Designee, within Colorado Law and this Charter Contract.

19) DCSD Policy: KE/KEC/KEC-R/KEC-E – Public Complaints and Related Policies

Rationale: Grievances will follow policy as set by the AA Board of Directors. Further, the AA's Board of Directors will handle its own complaints pertaining to learning resources/curriculum. AA's Board of Directors has the authority to continue development of the educational program and prescribe the textbooks to be used as long as the program remains consistent with the charter.

Replacement Plan: The AA Board of Director's [Parent Communication Policy](#) addresses the process for addressing grievances, including those related to learning resources.

20) DCSD Policy: KF/KFA/KF-E/KF-R-1/KF-R-2 – Community Use of School Facilities and Related Policies

Rationale: The use of American Academy’s facility is regulated by the American Academy Board of Directors.

Replacement Plan: The AA Board of Director’s Facilities Use Policy addresses the use of AA’s facility by the community, including the process for reserving space in the facility.

21) DCSD Policy: KI/KI-R – Visitors and Volunteers in the Schools

Rationale: Visiting and Volunteering at American Academy is regulated by the American Academy Board of Directors.

Replacement Plan: The AA Board of Director’s Visitor & Volunteer Policy addresses visiting and volunteering at American Academy.