

## RESOLUTION

### Denying a Charter to Global Outreach Charter Academy

WHEREAS, on September 3, 2009, the Board of Education of Jefferson County School District No. R-1 received a charter school application from the Global Outreach Charter Academy (“GOCA”); and

WHEREAS, the charter school application has been reviewed by the District’s Charter School Review Committee and by members of the Superintendent’s Cabinet; and

WHEREAS, Charter School Review Committee Comments, a Budget Department Crucial Questions Report, a Facilities Planning Crucial Questions Report, a Department of Learning and Educational Achievement Report, an Instructional Services Crucial Questions Report, a Special Populations Crucial Questions Report, and a District Wide Crucial Questions Report have been prepared to assist the Board based on the reviews conducted by the Charter School Review Committee and members of the Superintendent’s Cabinet (attached hereto as Exhibits A - G, respectively); and

WHEREAS, the District’s Accountability Committee and the Board have reviewed the charter school application in accordance with the requirements of C.R.S. §§ 22-30.5-107(1) & (1.5); and

WHEREAS, the Board scheduled a public meeting on September 17, 2009 in accordance with the requirements of C.R.S. § 22-30.5-107(2), at which representatives of GOCA made a presentation to and received questions from the Board; and

WHEREAS, the Charter Schools Act requires the Board to rule by resolution on the charter school application within 75 days after its receipt; and

WHEREAS, the Board has considered the charter school application; additional information provided by GOCA at the public meeting; the Charter Schools Act; District policies and regulations; and the Comments and Crucial Questions Reports prepared by the Charter School Review Committee and members of the Superintendent’s Cabinet.

NOW, THEREFORE, BE IT RESOLVED by the Board that denial of the GOCA charter school application is in the best interests of the District, its students and the community, and the GOCA charter school application is hereby denied, for the following reasons:

1. In creating the Charter Schools Act, the general assembly intended to establish an avenue for the implementation of diverse and innovative, researched-based methods for educating children, and to expand educational opportunities for low achieving students. C.R.S. § 22-30.5-102(2)(a), (b), (c) and (f). The basic educational program offered by GOCA is not new or innovative. The bi-lingual aspect of the application is poorly defined and does not appear research-based. The description of the “K-3 Dual Language Program” is unacceptably vague and

the description of the 4-8 grades as utilizing an English Language Development Model is both vague and inaccurate. The application includes foreign language instruction in Russian but there are no details about the Russian curriculum that will be used. Aspects of a poorly-described “immersion” approach may conflict with federal mandates under Title III. The applicants have provided no documented research to support the ESL and Bilingual instructional model and literacy/content area instructional beliefs.

2. The proposed school appears to be designed primarily to facilitate and encourage the cultural segregation of a specific ethnic group as opposed to promoting rigorous standards of pupil performance, expanding learning for low achieving students and encouraging a diverse or innovative approach to learning. The acknowledged target population is students from Russian and other Slavic cultures. The encouragement of such cultural segregation is at odds with the District’s commitment to encouraging students to “develop their potential as productive global citizens in a 21<sup>st</sup> century environment.” The applicants also have not provided any research-based evidence that the cultural and linguistic segregation encouraged by the school will improve learning for its targeted students.

3. The application does not provide evidence to demonstrate how the school will implement all parts of the Colorado Basic Literacy Act. The applicant’s plan for evaluating student performance does reference state assessments but fails to mention the various assessments used in Jeffco schools.

4. The proposed school does not address any unmet need in the District. Information from the District’s Multicultural Office indicates a relatively small number of Slavic language students in the Jeffco community overall. Allendale Elementary School, which is in the general vicinity of the church where GOCA has proposed to locate its program, is a high performing school. Allendale has been developing a program to address the needs of the concentration of Slavic language students in its community. In the past two years a new Principal has been appointed, a full day kindergarten has been created, a full time ESL teacher has been assigned to the school and programs to further assist the students are being developed. The District has an extensive ESL program to meet the needs of all English language learners (ELLs) in every school.

5. GOCA has not provided an adequate budget. The PPR funding calculation is inaccurate. The application does not contain a five year budgetary plan nor a cash flow document to demonstrate an ability to meet budget. The budget is heavily reliant on grant money and the budget would not balance if grant money was not received. The number of staff referenced in the budget does not match the number of staff referenced in other sections of the application. Projected average teacher salaries appear unrealistically low. The school has not budgeted for contingency reserves or TABOR.

6. Pursuant to the Act, charter schools are to be governed and administered by a governing body and in a manner agreed to by the applicant and the Board. C.R.S. § 22-30.5-104(4). There is a complete lack of Jefferson County representation on the founding governing board. Three of current board members live in Jacksonville, Florida; the other two are from Northglenn and Thornton, Colorado.

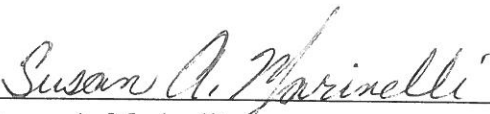
7. GOCA and its organizers submitted an application to this Board of Education in 2008. That application was denied. The current is essentially the same as the application which the Board denied in 2008. There is little evidence that the applicants, in resubmitting it application this year, have attempted to address the concerns expressed by the Board in its denial of the 2008 application.

8. The current economic climate in the State and the fact that this School District is facing unprecedented budget cuts over each of the next three years (at least), as well as the ongoing capital and staffing needs at existing schools, requires the Board to be more selective in granting charter applications. Under these circumstances approval of the GOCA charter school application would not be fiscally responsible and would compromise the District's ability to allocate necessary funds (and thus educational resources and support) to schools educating at-risk students, students eligible for free and reduced lunch, students with English as a second language, and other under-served student populations.


In accordance with C.R.S. § 22-30.5-107(4), the District administration is hereby directed to provide a copy of this Resolution to the Colorado Department of Education within fifteen days of its adoption date.

Adopted this 22<sup>nd</sup> day of October, 2009.

JEFFERSON COUNTY SCHOOL  
DISTRICT R-1

By:   
Susan A. Marinelli  
President, Board of Education

Attest:

By:   
Richard G. Rush  
Secretary/Treasurer, Board of Education



## RESOLUTION

### Conditionally Approving a Charter to Two Roads High School

WHEREAS, on September 3, 2009, the Board of Education of Jefferson County School District No. R-1 received a charter school application from the Two Roads High School ("TRHS"); and

WHEREAS, the charter school application has been reviewed by the District's Charter School Review Committee and by members of the Superintendent's Cabinet; and

WHEREAS, Charter School Review Committee Comments, a Budget Department Crucial Questions Report, a Facilities Planning Crucial Questions Report, a Department of Learning and Educational Achievement Report, an Instructional Services Crucial Questions Report, a Special Populations Crucial Questions Report, and a District Wide Crucial Questions Report have been prepared to assist the Board based on the reviews conducted by the Charter School Review Committee and members of the Superintendent's Cabinet (attached hereto as Exhibits A - G, respectively); and

WHEREAS, the District's Accountability Committee and the Board have reviewed the charter school application in accordance with the requirements of C.R.S. §§ 22-30.5-107(1) & (1.5); and

WHEREAS, the Board scheduled a public meeting on September 17, 2009 in accordance with the requirements of C.R.S. § 22-30.5-107(2), at which representatives of TRHS made a presentation to and received questions from the Board; and

WHEREAS, the Charter Schools Act requires the Board to rule by resolution on the charter school application within 75 days after its receipt; and

WHEREAS, the Board has considered the charter school application and additional information provided by TRHS; the Charter Schools Act; District policies and regulations; and the Comments and Crucial Questions Reports prepared by the Charter School Review Committee and members of the Superintendent's Cabinet.

NOW, THEREFORE, BE IT RESOLVED by the Board that the charter school application is approved for TRHS to begin operations in the fall of 2009 for the 2009-2010 school year for a term of three (3) years, subject to and pending satisfaction of the following terms and conditions, as well as all other terms and conditions as may be required by law:

1. Because the charter school application does not include any proposal or information regarding an on-line education program, TRHS is not authorized under this Resolution to provide educational services to students through any form of on-line program, including but not limited to an on-line program created and/or operated pursuant to C.R.S. § 22-33-104.6.

2. TRHS shall locate a site to accommodate the proposed programs of its charter school, which is acceptable to the Board, on or before March 20, 2010 at 4:30 p.m. If the Board determines that this condition has not been fully satisfied, the charter school application shall be deemed to be denied by the Board. In no event shall the Board action described in this paragraph be construed as a revocation of or a refusal to renew a purported TRHS charter or charter school contract.

3. TRHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. a lease, lease/purchase or purchase agreement signed by an authorized representative of the lessor/seller and ready for signature by TRHS for an appropriate charter school site and facility, which includes a schedule for any required construction and remodeling with substantial completion on or before July 31, 2010; which includes terms requiring the facility to be in full compliance with all applicable federal, state and local laws, including but not limited to the Americans with Disabilities Act; and which includes an addendum in substantially the form attached hereto as Exhibit H. The Board or its designee shall indicate whether the lease, lease/purchase or purchase agreement is acceptable within ten (10) days of the Board's receipt thereof, and it shall be immediately signed by TRHS if the Board or its designee indicates it is acceptable. The Board or its designee may reject the lease, lease/purchase or purchase agreement on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied and the charter school application shall be deemed to be denied by the Board. In no event shall the Board action described in this paragraph be construed as a revocation of or a refusal to renew a purported TRHS charter or charter school contract.

4. The Board must determine that the following conditions have been fully satisfied:

a. TRHS shall submit to the Board's designee on or before March 29, 2010 a list of the names, addresses, phone numbers and basic biographical information of each member of the TRHS Governing Board and confirmation that each Board member has been subjected to criminal background check consistent with C.R.S. 22-32-109.7.

b. TRHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. written detailed descriptions of all employee benefits to be offered during the 2009-2010 school year, that must specify which employment positions are entitled to which benefits and that must be properly reflected in the budget.

c. TRHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. finalized copies of all proposed personnel policies and all proposed employment contract forms to be used for each different class of its employees. The Board or its designee shall indicate whether the personnel policies and employment contract forms are acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the personnel policies and/or employment contract forms on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition

shall be deemed not to have been fully satisfied and the provisions of paragraph 5 below shall apply.

d. TRHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. a definitive and specific curriculum to be implemented for the 2010-2011 school year and specific information on pupil performance standards and how student performance will be evaluated, measurable annual achievement goals based on state accreditation standards, what specific types of assessment will be used to measure student progress toward achievement of TRHS's performance standards, the timeline for achievement of such standards, and the procedures for addressing the needs of students who fall below the standards. The Board or its designee shall indicate whether this information is acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the information on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied and the provisions of paragraph 5 below shall apply.

e. TRHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. a balanced budget that satisfies applicable legal requirements and public entity accounting principles; and that properly accounts for the educational programs, start-up costs, site costs, capital expenses, operational costs, employee compensation and benefits, materials, equipment and purchased services that have been represented in the charter school application and in subsequent communications with the District. The Board or its designee shall indicate whether the budget is acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the budget on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied and the provisions of paragraph 5 below shall apply.

f. TRHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. signed statements from parents in the form attached hereto as Exhibit I, demonstrating that no fewer than 170 FTE students have enrolled in and will attend TRHS beginning in the fall of 2010 for the 2010-2011 school year.

g. TRHS shall sign a charter school contract acceptable to the Board on or before March 31, 2010 at 4:30 p.m.

5. In the event the Board determines that any condition specified under paragraph 4 above has not been fully satisfied, the charter school application shall be deemed to be denied by the Board on April 16, 2010. In no event shall the Board action described in this paragraph be construed as a revocation of or a refusal to renew a purported TRHS charter or charter school contract.


6. Upon mutual agreement of the Board or its designee and TRHS, the deadline of March 31, 2010 for executing the charter school contract may be extended. Upon request from TRHS and its demonstration that it is working diligently to meet the requirements set forth above, the Board or its designee may adjust any of the other timelines set forth in paragraphs 2, 3 and 4, provided there is good cause for TRHS's inability to meet the timeline(s) at issue.

Adopted this 22<sup>nd</sup> day of October, 2009.

JEFFERSON COUNTY SCHOOL  
DISTRICT R-1

By:   
Susan A. Marinelli  
President, Board of Education

Attest:

By:   
Richard G. Rush  
Secretary/Treasurer, Board of Education



ADDENDUM TO [LEASE, LEASE-PURCHASE OR PURCHASE] AGREEMENT

This Addendum shall be deemed to be included in and be a part of the [Lease, Lease-Purchase or Purchase] Agreement dated \_\_\_\_\_, 2010 and entered into by and between \_\_\_\_\_ ([ALessor@ or ASeller@]) and Two Roads High School ([ALessee@ or APurchaser@]).

This Addendum modifies and supersedes the [Lease, Lease-Purchase or Purchase] Agreement by adding language to the Agreement as set forth herein. To the extent the added language, or any part thereof, results in any conflict or inconsistency between the [Lease, Lease-Purchase or Purchase] Agreement and this Addendum, this Addendum shall govern and the terms of the [Lease, Lease-Purchase or Purchase] Agreement that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

[Lessor or Seller] agrees and understands that it is entering into the [Lease, Lease-Purchase or Purchase] Agreement solely and exclusively with Two Roads High School, that Two Roads High School has no authority to extend the faith and/or credit of Jefferson County School District No. R-1 to any third party or entity, that Two Roads High School has no authority to enter into any contract that would bind Jefferson County School District No. R-1, and that Jefferson County School District No. R-1 has no obligation or liability whatsoever under or in any way connected with the [Lease, Lease-Purchase or Purchase] Agreement. [Lessor or Seller] further agrees and understands that its rights and remedies under the [Lease, Lease-Purchase or Purchase] Agreement may only be enforced with respect to Two Roads High School and that it has no rights or remedies directly or indirectly under the [Lease, Lease-Purchase or Purchase] Agreement with respect to Jefferson County School District No. R-1.

Notwithstanding any other provision, term or condition of the [Lease, Lease-Purchase or Purchase] Agreement, [Lessee's or Purchaser's] financial obligations in future fiscal years (July 1 through June 30) thereunder are subject to annual fiscal year appropriations by and at the option of [Lessee or Purchaser]. The obligation of [Lessee or Purchaser] to make any payments pursuant to the [Lease, Lease-Purchase or Purchase] Agreement shall terminate in the event [Lessee or Purchaser] for any reason does not appropriate moneys to make such payments during its next ensuing fiscal year. The parties acknowledge and agree that the payments described in the [Lease, Lease-Purchase or Purchase] Agreement shall constitute current expenditures of [Lessee or Purchaser] payable in the fiscal years for which funds are appropriated by [Lessee or Purchaser] for the payment thereof. [Lessee=s or Purchaser's] obligations under the [Lease, Lease-Purchase or Purchase] Agreement shall be from year to year only (July 1 through June 30) and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of [Lessee or Purchaser] or an obligation of [Lessee or Purchaser] payable in any fiscal year beyond the fiscal year for which it appropriated funds for the payment thereof or payable from any funds of [Lessee or Purchaser] other than funds appropriated for the payment of its current fiscal year expenditures. [Lessee or Purchaser] shall be under no obligation whatsoever to continue its [lease or purchase] of the items covered by the [Lease, Lease-Purchase or Purchase] Agreement for any future fiscal year or to exercise any option it may have to extend the term of the [Lease, Lease-Purchase or Purchase] Agreement. No provision of the [Lease, Lease-Purchase or Purchase] Agreement shall be construed to pledge or create a lien on any class or source of [Lessee=s or Purchaser's] moneys.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

[LESSOR OR SELLER]:

[ \_\_\_\_\_ ]

[LESSEE OR PURCHASER]:

Two Roads High School

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

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

CHARTER SCHOOL – TWO ROADS HIGH SCHOOL

**COMMITMENT TO ENROLL FOR THE 2010-11 SCHOOL YEAR**

**NOTICE TO PARENTS:** Enrollment in a charter school is a choice enrollment under Jeffco School Board Policy JFBA and Regulation JFBA-R. Under the choice enrollment policy a student who is accepted into the school is accepted for the span of grades of that school, and is not required to reapply each year for admittance. The school in which the open enrolled student is admitted becomes the “home” school of the student for the span of grades of that school. Should a parent and student wish to return to their neighborhood public school, they would have to apply to the neighborhood school for admittance. If the neighborhood school has “space available” (classroom space and teaching staff) in the requested program, and the student meets the applicable program entrance requirements, such as age requirements, the application would be approved and the child would be admitted. If the student is not admitted, the student would continue to be enrolled at the charter school.

STUDENT NAME \_\_\_\_\_

CURRENT GRADE LEVEL \_\_\_\_\_

CURRENT SCHOOL \_\_\_\_\_

PARENTS' NAMES \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

I understand that by my signature, I am choosing the above named charter school as the “home school” for my child beginning with the 2010-2011 school year and, (1) that my child will be withdrawn from their current school at the end of the 2009-2010 school year; (2) that my child's name will be removed from any waitlist for any District neighborhood, choice or charter school; and (3) their records will be forwarded to the charter school. Reenrollment at my current school, if I chose to do so, would require an application under the Choice Enrollment policies of the district.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## RESOLUTION

### Denying a Charter to Lotus School for Excellence

WHEREAS, on September 3, 2009, the Board of Education of Jefferson County School District No. R-1 received a charter school application from the Lotus School for Excellence (“LSE”); and

WHEREAS, the charter school application has been reviewed by the District’s Charter School Review Committee and by members of the Superintendent’s Cabinet; and

WHEREAS, Charter School Review Committee Comments, a Budget Department Crucial Questions Report, a Facilities Planning Crucial Questions Report, a Department of Learning and Educational Achievement Report, an Instructional Services Crucial Questions Report, a Special Populations Crucial Questions Report, and a District Wide Crucial Questions Report have been prepared to assist the Board based on the reviews conducted by the Charter School Review Committee and members of the Superintendent’s Cabinet (attached hereto as Exhibits A - G, respectively); and

WHEREAS, the District’s Accountability Committee and the Board have reviewed the charter school application in accordance with the requirements of C.R.S. §§ 22-30.5-107(1) & (1.5); and

WHEREAS, the Board scheduled a public meeting on October 1, 2009 in accordance with the requirements of C.R.S. § 22-30.5-107(2), at which representatives of LSE made a presentation to and received questions from the Board; and

WHEREAS, the Charter Schools Act requires the Board to rule by resolution on the charter school application within 75 days after its receipt; and

WHEREAS, the Board has considered the charter school application and additional information provided by LSE; the Charter Schools Act; District policies and regulations; and the Comments and Crucial Questions Reports prepared by the Charter School Review Committee and members of the Superintendent’s Cabinet.

NOW, THEREFORE, BE IT RESOLVED by the Board that denial of the LSE charter school application is in the best interests of the District, its students and the community, and the LSE charter school application is hereby denied, for the following reasons:

1. LSE and the individuals submitting this application for a charter school in Jeffco, currently operate a charter school in the Aurora Public Schools (“APS”). LSE submitted this same application to the Jeffco Board in 2008. The Jeffco Board denied the application at that time, based in part on the poor performance of the school in Aurora. However, the Board indicated in it’s denial that it would reconsider the LSE application in the future if Lotus could

demonstrate that the school currently operating in APS can be educationally and financially successful; that LSE can adequately involve Jeffco parents and citizens in its governance; and that there is adequate evidence of support and proposed enrollment.

2. While LSE has demonstrated some progress in educational achievement in APS over the past year, the gains are not sufficient enough to convince this Board that Lotus can be educationally successful. Test scores remain significantly below APS and state averages in 8<sup>th</sup> and 9<sup>th</sup> grade mathematics and science. These students are presumably the students who have been enrolled in the school for two or three years. In addition, a significant portion of Lotus' target student population in Jeffco is already scoring significantly higher in achievement and growth than Lotus in Aurora.

3. Also, there are substantial concerns about an educational model that expects only 40 per cent of its students to graduate. According to the information submitted by the school, it anticipates 120 sixth graders in its initial year, and expects only 48 graduates from that group of students. This model is significantly at odds with the expectations of Jeffco's neighborhood and charter schools.

4. Concerns remain about the governance of the school. Pursuant to the Charter Schools Act, charter schools are to be governed and administered by a governing body and in a manner agreed to by the applicant and the Board. C.R.S. § 22-30.5-104(4). The lack of parent representation on the LSE governing board that was noted in 2008 has not been adequately remedied. As outlined in the application, the current Lotus School For Excellence Incorporated (LSE Inc.) Board of Directors will direct LSE in Jeffco. This governing board also operates the LSE school in APS and has submitted a charter school application this year in the St. Vrain Valley School District. As was the case in the 2008 application, there is no indication that any of the members of the current governing board have any connection to Jefferson County. Nor is there any indication that LSE intends to significantly include Jefferson County parents on the governing board; only one parent representative from each of the three anticipated schools will be included on a board consisting of from five to thirteen members. Locally, parents will be involved through a "school site counsel" that is little more than an accountability committee. Rather than being parent-initiated and parent-supported, this is a business venture promoted by a corporation whose board of directors are unknown to and have no connection with the Jeffco school community.

5. The Act requires LSE to demonstrate that a sufficient number of *District* parents, teachers, or pupils not only support the formation of the proposed charter school but provide an adequate base for the proposed enrollment numbers during the requested term of the charter. C.R.S. § 22-30.5-106(1)(c). The fact that approximately half of those who have indicated an interest in enrolling are from outside the District further underscores the absence of Jeffco community involvement in this school.

6. The first year enrollment projections are problematic and suggest that the proposed budget may not be supportable. The school anticipates first year enrollment of 20 students each in grades K-5 and 120 sixth grade enrollments for a total of 240. The target of 120 sixth graders in the first year does not seem realistic, nor does the anticipated enrollment of 100 sixth graders in each subsequent year. Also, the proposed average salary for teachers of \$33,000 is

substantially below the average teacher salaries in the District and in its other charter schools. If actual teacher salaries are closer to the realistic average, the budget may not be sustainable.

7. The program does not offer a unique program to the Jeffco School District that cannot currently be accessed through its neighborhood schools. Individualized and accelerated math and science is provided throughout the District.

8. The current economic climate in the State and the fact that this School District is facing unprecedented budget cuts over each of the next three years (at least), as well as the ongoing capital and staffing needs at existing schools, requires the Board to be more selective in granting charter applications. Under these circumstances approval of the LSE charter school application would not be fiscally responsible and would compromise the District's ability to allocate necessary funds (and thus educational resources and support) to schools educating at-risk students, students eligible for free and reduced lunch, students with English as a second language, and other under-served student populations.

In accordance with C.R.S. § 22-30.5-107(4), the District administration is hereby directed to provide a copy of this Resolution to the Colorado Department of Education within fifteen days of its adoption date.

Adopted this 22<sup>nd</sup> day of October, 2009.

JEFFERSON COUNTY SCHOOL  
DISTRICT R-1

By: *Susan A. Marinelli*  
Susan A. Marinelli  
President, Board of Education

Attest:

By: *Richard G. Rush*  
Richard G. Rush  
Secretary/Treasurer, Board of Education



## RESOLUTION

### Conditionally Approving a Charter to Rocky Mountain Deaf High School

WHEREAS, on September 3, 2009, the Board of Education of Jefferson County School District No. R-1 received a charter school application from the Rocky Mountain Deaf High School (“RMDHS”); and

WHEREAS, the charter school application has been reviewed by the District’s Charter School Review Committee and by members of the Superintendent’s Cabinet; and

WHEREAS, Charter School Review Committee Comments, a Budget Department Crucial Questions Report, a Facilities Planning Crucial Questions Report, a Department of Learning and Educational Achievement Report, an Instructional Services Crucial Questions Report, a Special Populations Crucial Questions Report, and a District Wide Crucial Questions Report have been prepared to assist the Board based on the reviews conducted by the Charter School Review Committee and members of the Superintendent’s Cabinet (attached hereto as Exhibits A - G, respectively); and

WHEREAS, the District’s Accountability Committee and the Board have reviewed the charter school application in accordance with the requirements of C.R.S. §§ 22-30.5-107(1) & (1.5); and

WHEREAS, the Board scheduled a public meeting on October 1, 2009 in accordance with the requirements of C.R.S. § 22-30.5-107(2), at which representatives of RMDHS made a presentation to and received questions from the Board; and

WHEREAS, the Charter Schools Act requires the Board to rule by resolution on the charter school application within 75 days after its receipt; and

WHEREAS, the Board has considered the charter school application and additional information provided by RMDHS; the Charter Schools Act; District policies and regulations; and the Comments and Crucial Questions Reports prepared by the Charter School Review Committee and members of the Superintendent’s Cabinet.

NOW, THEREFORE, BE IT RESOLVED by the Board that the charter school application is approved for RMDHS to begin operations in the fall of 2009 for the 2009-2010 school year for a term of three (3) years, subject to and pending satisfaction of the following terms and conditions, as well as all other terms and conditions as may be required by law:

1. Because the charter school application does not include any proposal or information regarding an on-line education program, RMDHS is not authorized under this Resolution to provide educational services to students through any form of on-line program, including but not limited to an on-line program created and/or operated pursuant to C.R.S. § 22-33-104.6.

2. RMDHS shall locate a site to accommodate the proposed programs of its charter school, which is acceptable to the Board, on or before March 20, 2010 at 4:30 p.m. If the Board determines that this condition has not been fully satisfied, the charter school application shall be deemed to be denied by the Board. In no event shall the Board action described in this paragraph be construed as a revocation of or a refusal to renew a purported RMDHS charter or charter school contract.

3. RMDHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. a lease, lease/purchase or purchase agreement signed by an authorized representative of the lessor/seller and ready for signature by RMDHS for an appropriate charter school site and facility, which includes a schedule for any required construction and remodeling with substantial completion on or before July 31, 2010; which includes terms requiring the facility to be in full compliance with all applicable federal, state and local laws, including but not limited to the Americans with Disabilities Act; and which includes an addendum in substantially the form attached hereto as Exhibit H. The Board or its designee shall indicate whether the lease, lease/purchase or purchase agreement is acceptable within ten (10) days of the Board's receipt thereof, and it shall be immediately signed by RMDHS if the Board or its designee indicates it is acceptable. The Board or its designee may reject the lease, lease/purchase or purchase agreement on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied and the charter school application shall be deemed to be denied by the Board. In no event shall the Board action described in this paragraph be construed as a revocation of or a refusal to renew a purported RMDHS charter or charter school contract.

4. The Board must determine that the following conditions have been fully satisfied:

a. RMDHS shall submit to the Board's designee on or before March 29, 2010 a list of the names, addresses, phone numbers and basic biographical information of each member of the RMDHS Governing Board and confirmation that each Board member has been subjected to criminal background check consistent with C.R.S. § 22-32-109.7.

b. RMDHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. written detailed descriptions of all employee benefits to be offered during the 2009-2010 school year, that must specify which employment positions are entitled to which benefits and that must be properly reflected in the budget.

c. RMDHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. finalized copies of all proposed personnel policies and all proposed employment contract forms to be used for each different class of its employees. The Board or its designee shall indicate whether the personnel policies and employment contract forms are acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the personnel policies and/or employment contract forms on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the



rejection, this condition shall be deemed not to have been fully satisfied and the provisions of paragraph 5 below shall apply.

d. RMDHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. a definitive and specific curriculum to be implemented for the 2010-2011 school year and specific information on pupil performance standards and how student performance will be evaluated, measurable annual achievement goals based on state accreditation standards, what specific types of assessment will be used to measure student progress toward achievement of RMDHS's performance standards, the timeline for achievement of such standards, and the procedures for addressing the needs of students who fall below the standards. The Board or its designee shall indicate whether this information is acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the information on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied and the provisions of paragraph 5 below shall apply.

e. RMDHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. a balanced budget that satisfies applicable legal requirements and public entity accounting principles; and that properly accounts for the educational programs, start-up costs, site costs, capital expenses, operational costs, employee compensation and benefits, materials, equipment and purchased services that have been represented in the charter school application and in subsequent communications with the District. The Board or its designee shall indicate whether the budget is acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the budget on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied and the provisions of paragraph 5 below shall apply.

f. RMDHS shall submit to the Board on or before March 20, 2010 at 4:30 p.m. signed statements from parents in the form attached hereto as Exhibit I, demonstrating that no fewer than 46 FTE students have enrolled in and will attend RMDHS beginning in the fall of 2010 for the 2010-2011 school year.

g. RMDHS shall sign a charter school contract acceptable to the Board on or before March 31, 2010 at 4:30 p.m.

5. In the event the Board determines that any condition specified under paragraph 4 above has not been fully satisfied, the charter school application shall be deemed to be denied by the Board on April 16, 2010. In no event shall the Board action described in this paragraph be construed as a revocation of or a refusal to renew a purported RMDHS charter or charter school contract.

6. Upon mutual agreement of the Board or its designee and RMDHS, the deadline of March 31, 2010 for executing the charter school contract may be extended. Upon request from RMDHS and its demonstration that it is working diligently to meet the requirements set forth above, the Board or its designee may adjust any of the other timelines set forth in paragraphs 2, 3 and 4, provided there is good cause for RMDHS's inability to meet the timeline(s) at issue.

Adopted this 22<sup>nd</sup> day of October, 2009.

JEFFERSON COUNTY SCHOOL  
DISTRICT R-1

By: *Susan A. Marinelli*  
Susan A. Marinelli  
President, Board of Education

Attest:

By: *Richard G. Rush*  
Richard G. Rush  
Secretary/Treasurer, Board of Education

**ADDENDUM TO [LEASE, LEASE-PURCHASE OR PURCHASE] AGREEMENT**

This Addendum shall be deemed to be included in and be a part of the [Lease, Lease-Purchase or Purchase] Agreement dated \_\_\_\_\_, 2010 and entered into by and between \_\_\_\_\_ ([ALessor@ or ASeller@]) and Rocky Mountain Deaf High School ([ALessee@ or APurchaser@]). This Addendum modifies and supersedes the [Lease, Lease-Purchase or Purchase] Agreement by adding language to the Agreement as set forth herein. To the extent the added language, or any part thereof, results in any conflict or inconsistency between the [Lease, Lease-Purchase or Purchase] Agreement and this Addendum, this Addendum shall govern and the terms of the [Lease, Lease-Purchase or Purchase] Agreement that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

[Lessor or Seller] agrees and understands that it is entering into the [Lease, Lease-Purchase or Purchase] Agreement solely and exclusively with Rocky Mountain Deaf High School, that Rocky Mountain Deaf High School has no authority to extend the faith and/or credit of Jefferson County School District No. R-1 to any third party or entity, that Rocky Mountain Deaf High School has no authority to enter into any contract that would bind Jefferson County School District No. R-1, and that Jefferson County School District No. R-1 has no obligation or liability whatsoever under or in any way connected with the [Lease, Lease-Purchase or Purchase] Agreement. [Lessor or Seller] further agrees and understands that its rights and remedies under the [Lease, Lease-Purchase or Purchase] Agreement may only be enforced with respect to Rocky Mountain Deaf High School and that it has no rights or remedies directly or indirectly under the [Lease, Lease-Purchase or Purchase] Agreement with respect to Jefferson County School District No. R-1.

Notwithstanding any other provision, term or condition of the [Lease, Lease-Purchase or Purchase] Agreement, [Lessee's or Purchaser's] financial obligations in future fiscal years (July 1 through June 30) thereunder are subject to annual fiscal year appropriations by and at the option of [Lessee or Purchaser]. The obligation of [Lessee or Purchaser] to make any payments pursuant to the [Lease, Lease-Purchase or Purchase] Agreement shall terminate in the event [Lessee or Purchaser] for any reason does not appropriate moneys to make such payments during its next ensuing fiscal year. The parties acknowledge and agree that the payments described in the [Lease, Lease-Purchase or Purchase] Agreement shall constitute current expenditures of [Lessee or Purchaser] payable in the fiscal years for which funds are appropriated by [Lessee or Purchaser] for the payment thereof. [Lessee=s or Purchaser's] obligations under the [Lease, Lease-Purchase or Purchase] Agreement shall be from year to year only (July 1 through June 30) and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of [Lessee or Purchaser] or an obligation of [Lessee or Purchaser] payable in any fiscal year beyond the fiscal year for which it appropriated funds for the payment thereof or payable from any funds of [Lessee or Purchaser] other than funds appropriated for the payment of its current fiscal year expenditures. [Lessee or Purchaser] shall be under no obligation whatsoever to continue its [lease or purchase] of the items covered by the [Lease, Lease-Purchase or Purchase] Agreement for any future fiscal year or to exercise any option it may have to extend the term of the [Lease, Lease-Purchase or Purchase] Agreement. No provision of the [Lease, Lease-Purchase or Purchase] Agreement shall be construed to pledge or create a lien on any class or source of [Lessee=s or Purchaser's] moneys.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

[LESSOR OR SELLER]:

[ \_\_\_\_\_ ]

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

[LESSEE OR PURCHASER]:

Rocky Mountain Deaf High School

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

**EXHIBIT H**

CHARTER SCHOOL – ROCKY MOUNTAIN DEAF HIGH SCHOOL

**COMMITMENT TO ENROLL FOR THE 2010-11 SCHOOL YEAR**

**NOTICE TO PARENTS:** Enrollment in a charter school is a choice enrollment under Jeffco School Board Policy JFBA and Regulation JFBA-R. Under the choice enrollment policy a student who is accepted into the school is accepted for the span of grades of that school, and is not required to reapply each year for admittance. The school in which the open enrolled student is admitted becomes the “home” school of the student for the span of grades of that school. Should a parent and student wish to return to their neighborhood public school, they would have to apply to the neighborhood school for admittance. If the neighborhood school has “space available” (classroom space and teaching staff) in the requested program, and the student meets the applicable program entrance requirements, such as age requirements, the application would be approved and the child would be admitted. If the student is not admitted, the student would continue to be enrolled at the charter school.

STUDENT NAME \_\_\_\_\_

CURRENT GRADE LEVEL \_\_\_\_\_

CURRENT SCHOOL \_\_\_\_\_

PARENTS' NAMES \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

I understand that by my signature, I am choosing the above named charter school as the “home school” for my child beginning with the 2010-2011 school year and, (1) that my child will be withdrawn from their current school at the end of the 2009-2010 school year; (2) that my child's name will be removed from any waitlist for any District neighborhood, choice or charter school; and (3) their records will be forwarded to the charter school. Reenrollment at my current school, if I chose to do so, would require an application under the Choice Enrollment policies of the district.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_