

DISTRICT COURT, COUNTY OF DENVER,
COLORADO

Court Address: 1437 Bannock Street
Denver, Colorado 80202

Plaintiffs:

TAXPAYERS FOR PUBLIC EDUCATION, et al.

v.

Defendants:

DOUGLAS COUNTY SCHOOL DISTRICT RE-1, et
al.

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Case Number: 2011CV4427

Div.: 259

MOTION FOR A PRELIMINARY INJUNCTION

Plaintiffs Taxpayers for Public Education and Cindra S. Barnard, individually and on behalf of Mason S. Barnard, a minor child, hereby move for a preliminary injunction pursuant to Rule 65(a) of the Colorado Rules of Civil Procedure against Defendants Douglas County School District RE-1 (“Douglas County School District”), the Board of Education of the Douglas County School District (“Douglas County School Board”), the Colorado Department of Education, and the Colorado State Board of Education (collectively, the “Defendants”).

INTRODUCTION

Plaintiffs move to stop an imminent and irrevocable violation of their fundamental constitutional rights. On March 15, 2011, the Douglas County School Board adopted the Pilot Choice Scholarship Program (“Voucher Program”) in violation of the Colorado Constitution and numerous statutory provisions. (Ver. Compl ¶ 1.) If implemented, the Voucher Program will allow for 500 Douglas County School District students to attend private schools—most of which are religious—at the taxpayers’ expense. See Board Policy JCB, attached as Ex. A. If the Voucher Program is not stopped, the Douglas County School District will funnel over \$3,000,000 in public funds it receives from the Colorado Department of Education to private schools in direct violation of Article IX, Sections 3, 5, 7, 9, 10, and 15 of the Colorado Constitution; Article V, Section 34 of the Colorado Constitution; and the Public School Finance Act of 1994, C.R.S. § 22-54-101, et seq. (“Public School Finance Act” or “the Act”).

Plaintiffs, some of whom pay taxes or are enrolled in the Douglas County School District, will suffer irrevocable injury from the Douglas County School District and its Board’s misuse of public funds. (Ver. Compl. ¶¶ 3-4.) Plaintiffs seek a preliminary injunction prohibiting Defendants from taking any further actions to implement the Voucher Program.

FACTUAL BACKGROUND

A. Public School Funding

In Colorado, public schools are funded through a dual taxation system that combines local and State revenue. The local share is funded primarily from local property taxes and specific ownership taxes, while the State share is funded from personal income, corporate, sales, and use taxes, as well as monies from the public school fund established by Article IX, Section 3 of the Colorado Constitution. See C.R.S. § 22-54-106. The Public School Finance Act is the legislative means by which Colorado public schools are funded, and the Act seeks to satisfy the mandate in Article IX, Section 2 of the Colorado Constitution, which requires the State to establish and maintain “a thorough and uniform system of *public* schools throughout the state.” C.R.S. § 22-54-102(1); Colo. Const. Art. IX, Sec. 2 (emphasis added).

A school district’s “total program funding” under the Act is essentially determined by its pupil enrollment multiplied by its “per pupil funding.” C.R.S. § 22-54-104(1). Pupil enrollment is generally defined as “the number of pupils enrolled in the school district on October 1 within the applicable budget year, as evidenced by the actual enrollment of such pupils prior to said date.” C.R.S. § 22-54-103(10)(a)(I). Thus, the number of pupils enrolled on October 1, 2010 determines funding for the budget year beginning July 1, 2010. Because the fiscal year begins before the count date, funding under the Act is distributed based on estimated pupil counts. After October 1, once all enrolled pupils have been counted, funding under the Act is adjusted to reflect the actual count. See 1 CCR § 301-391:2254-R-3.01.

Under the Public School Finance Act, the Colorado Department of Education distributes both State and local funds to school districts. See C.R.S. § 22-54-106(1)(a) and (b). For the

2011-2012 school year, the Douglas County School District estimates that the local share of these funds will account for 33.14% of the per pupil funding for the District, while State sources will account for the remaining 66.86%. See DCSD Budget Estimate, attached as Ex. B. The Douglas County School District estimates that the per pupil revenue from the State for its District for the 2011-2012 school year will be approximately \$6,100.00. (Ver. Compl. ¶¶ 25-26.)

Included in the State share of funds disbursed by the Colorado Department of Education to the Douglas County School District under the Public School Finance Act will be monies distributed from the “public school fund,” which, among other things, consists of the proceeds of the public school lands. Colo. Const. Art. IX, §17(2)(a); C.R.S. §22-41-101(2); (Ver. Compl. ¶¶ 90-94.) Under the Colorado Constitution, the “public school fund” shall only be “expended in the maintenance of the schools of the state.” Colo. Const Art IX, Sec. 3. Income held in the public school fund is transferred “periodically” to the “state public school fund” together with moneys appropriated by the general assembly from the general fund to meet the state’s share of the total program funding of all school districts under the Public School Finance Act. C.R.S. § 22-54-114(1). The Douglas County School District will receive funds from the public school fund as part of its per pupil funding from the State under the Public School Finance Act, so the expenditure of these funds to pay for private school tuition under the Voucher Program violates the Colorado Constitution.

B. The Voucher Program

In December 2010, members of the Douglas County School District’s Choice Task Force presented plans for the Voucher Program to the Colorado State Board of Education. See DCSD Fiscal Oversight Committee Minutes, Feb. 10, 2011, attached as Ex. C. On March 15, 2011, the

Douglas County School Board officially adopted the Voucher Program. See Board Policy JCB. Under the Voucher Program, the Douglas County School District will offer up to 500 “scholarships” to students to use as full or partial payment of tuition at certain designated private schools. Id. “Scholarship” applications will be accepted through June 21, 2011, and there are currently 495 students enrolled in the Voucher Program.

The Douglas County School District states that it will use the per pupil revenue from the State to fund the Voucher Program, and that it will count students attending private schools among its enrolled students. Id. For the 2011-2012 school year, the District will provide a “scholarship” to each “scholarship student” in an amount equal to 75% of the per pupil revenue received from the State, or the actual cost of the student’s private school tuition, whichever is less. See DCSD Executive Summary, attached as Ex. D. The parent or guardian will be responsible for any additional fees assessed by the private partner school. Id. The District will retain the remaining 25% of the per pupil revenue it receives from the State.

In order to make it appear as if the “scholarship students” are enrolled in the District and eligible to be included in the funded pupil count for the purpose of receiving per pupil revenue from the State, the Douglas County School District has created a purported charter school called the “Choice Scholarship School” in which the voucher students will be “enrolled” for the purposes of funding and testing. See Choice Scholarship School Application, attached as Ex. E; see also Agreement between CSS and DCSD, attached as Ex. F. The Douglas County School District plans to count students attending private schools in its per pupil count by claiming the students are enrolled in a charter school that has no physical location, curriculum, or educational

program. This misrepresentation by the District defrauds the State of Colorado and violates both the Colorado Constitution and the Public School Finance Act.

Students enrolled in the Choice Scholarship School will not attend or be instructed in the Douglas County public schools, and the charter school's "educational program will be carried out through the Private School Partners, with the Private School Partners implementing their own methods." Id. at 5. The District admits that the "Choice Scholarship School is created solely to serve the students participating in the [Voucher Program]" and that "[t]his is a unique arrangement unlike the usual relationship between a Charter organizer and authorizing District." Id. at 7. In short, the "unique arrangement" between the Choice Scholarship School and the Douglas County School District is a pretextual attempt to hide the fact that students participating in the Voucher Program will not be attending school in the District, even though the District receives funding for these students and improperly counts them among its enrolled students.

The Douglas County School Board is ceding total control over the "educational program" of scholarship students participating in the Voucher Program to the private schools. Id. at 5-6. The District has approved and contracted with nineteen private schools to participate in the Voucher Program, and the District refers to these private schools as "partner schools." (Ver. Compl. ¶ 36). Parents and guardians of "scholarship students" must choose from among these nineteen "partner schools." Fourteen of these "partner schools" are religious or sectarian, and of the five remaining schools, one admits only gifted students and another is for special needs students. Moreover, several of the schools are located outside the boundaries of the Douglas County School District. Id.

The private partner schools are subject to certain “Conditions of Eligibility” to participate in the Voucher Program that are set forth in separate contracts between the Douglas County School District and each of the private partner schools. See Board Policy JCB, 5-9. The “Conditions of Eligibility” do not restrict the admission criteria used by the private partner schools, dictate how private schools must use public funds, or exert any meaningful local control over instruction. Id. Accordingly, the private partner schools are free to use public funds for sectarian purposes, such as religious instruction, worship services, salaries or stipends of clergy or members of religious orders, purchase of Bibles and other religious literature, and construction of chapels and other facilities used for worship and prayer. See FAQ: Potential Partner Schools, attached as Ex. G.

While the Douglas County School District plans to funnel millions of dollars of State and local funds to these private schools, the District will retain no control over the instructional programs of the partner schools. Id.; see also Choice Scholarship School Application at 5. Partner schools are not required to use the Douglas County School District’s content standards or curriculum, comply with its State accreditation contract or otherwise meet State accountability mandates, adopt its educational goals, use its assigned textbooks and materials, or adhere to student-teacher ratios and other pedagogical policies established by the District. Id. Moreover, teachers employed by the private schools participating in the Voucher Program are not required to hold current CDE Teachers Licenses with appropriate endorsements and experience for the courses that they teach. Id.

Plaintiffs will suffer immediate and irreparable injury if the Colorado Department of Education distributes funds under the Public School Finance Act to the Douglas County School

District for use in its Voucher Program. Plaintiffs will also be irreparably injured when the Douglas County School District distributes these public funds to private and sectarian schools. Specifically, Plaintiffs will suffer injury to their rights under Article IX, Sections 2, 3, and 15 of the Colorado Constitution when the District abdicates local control over instruction to private schools, transfers protected funds from the public school fund to private schools, and disrupts the “thorough and uniform” funding of education in Colorado. Once public funds are transferred to private, predominantly religious schools, in violation of the Colorado Constitution and statutes, the harm occurs. Plaintiffs have no adequate remedy at law to prevent the violation of their constitutional and statutory rights caused by the Voucher Program, so this Court should enter a preliminary injunction to halt the funding and implementation of that program.

ARGUMENT

I. Plaintiffs are Entitled to a Preliminary Injunction.

A. Legal Standard for Preliminary Injunction.

Under Colorado law, to establish entitlement to preliminary injunctive relief, the moving party must demonstrate: (1) a reasonable probability of success on the merits; (2) a danger of real, immediate, and irreparable injury which may be prevented by injunctive relief; (3) that there is no plain, speedy and adequate remedy at law; (4) that the granting of a preliminary injunction will not disserve the public interest; (5) that the balance of equities favors the injunction; and (6) that the injunction will preserve the *status quo* pending a trial on the merits. See Rathke, 648 P.2d at 653-54; see also Atmel Corp. v. Vitesse Semiconductor Corp., 30 P.3d 789, 792 (Colo. App. 2003); Home Shopping Club, Inc. v. Roberts Broad. of Denver, 961 P.2d 558, 560 (Colo. App. 1998). Plaintiffs satisfy all of these elements.

In this case, Plaintiffs have met their burden of showing that injunctive relief is necessary to protect existing fundamental constitutional rights, specifically their fundamental rights under Article IX of the Colorado Constitution. A preliminary injunction is especially appropriate to ensure that the education of students enrolled in the Douglas County School District will not be disrupted if the Voucher Program is enjoined after a trial on the merits. Not only will the education of students participating in the Voucher Program be disrupted, but the education of Plaintiff Mason S. Barnard and other students enrolled in the public schools will also be disrupted if the District is forced to absorb five-hundred students from the enjoined Voucher Program mid-semester.

B. There Is A Reasonable Probability That Plaintiffs Will Succeed on the Merits of Their Claims.

Plaintiffs have a reasonable probability of success on the merits of their claims seeking protection of their constitutional rights. Specifically, Plaintiffs will likely succeed on their claims for a declaratory judgment that the Voucher Program violates: (1) the “local control” provision of Article IX, Section 15 of the Colorado Constitution; (2) the restrictions on the spending of monies from the “public school fund” contained in Article IX, Section 3 of the Colorado Constitution; and (3) the “thorough and uniform” clause of Article IX, Section 2 of the Colorado Constitution.

1. Plaintiffs have a reasonable probability of success on their claim that the Voucher Program violates the “local control” provision of Article IX, Section 15 of the Colorado Constitution.

The “local control” provision contained in Article IX, Section 15 of the Colorado Constitution requires that local school boards “shall have control of instruction in the public schools of their respective districts.” Colo. Const. art IX, sec. 15. This provision confers on local

School Districts and School Boards the “responsibility for the instruction of their students.” Owens v. Colo. Cong. of Parents, 92 P.3d 933, 938 (Colo. 2004) (emphasis added). Under the Voucher Program, the Douglas County School District will violate the local control provision by abdicating control over the instruction of participating students and sending locally raised funds and State funds outside the District.

A. The Douglas County School District and its Board violate the local control provision by abdicating their responsibility for instruction under Article IX, Section 15 of the Colorado Constitution.

The District exercises no control over the curricula and educational goals of private schools participating in the Voucher Program, and the private schools have total control over the “educational program” of participating students. See Choice Scholarship School Application at 5. In fact, the Douglas County School District has informed participating private schools that it wants “no control” over the private schools’ operation and educational goals. In a letter dated April 15, 2011, from Robert Bignell, Superintendent of Cherry Hills Christian School to Dr. Christian Cutter, assistant superintendent of the Douglas County School District, Mr. Bignell recounted an interview between the two regarding the Voucher Program. Mr. Bignell stated, “[m]y summary of our two-hour interview is that the district wants *no control* over Cherry Hills Christian or any other partner school.” (emphasis added). Bignell Letter, attached as Ex. H.

Private schools will have control over curricula and instruction for “scholarship students,” and the instruction offered will be fundamentally different from that occurring under the control and directives of the Douglas County School District and its Board. The Douglas County School District and its Board expressly warn students that they “will not create specialized programs in Private School Partners.” See Student Application to Choice

Scholarship Program, attached as Ex. I, also available at http://www.dcsdk12.org/portal/page/portal/DCSD/District_Information/School_Choice/Option_Certificates/Scholarship_Application (last visited July 5, 2011). Thus, private schools are not obliged to offer any specific educational program or courses, but have the unrestricted ability to devote significant class time to religious or sectarian ends.

The curricula of participant schools diverge dramatically from the curricula controlled by the Douglas County School Board. For example, Lutheran High School, which is participating in the Voucher Program, has a curriculum that seeks to help students “develo[p] with Jesus Christ.” See Lutheran High School, Prospective Students, attached as Ex. J, also available at <http://www.lhsparker.org/caseforchristianedu.html> (last visited July 5, 2011). Another participating school, Cherry Hills Christian Elementary School, has a “Positive Action for Christ Bible Curriculum” that emphasizes “Scripture Memorization,” New Testament Study,” “Old Testament History” and the “Lives of the Patriarchs.” See Cherry Hills Curriculum, attached as Ex. K, also available at points/data/chc/databases/chc_01_01/widgets/forms/00/00/00/23/formdoc/original.pdf (last visited July 5, 2011). Similarly, the Hillel Academy’s curriculum contains Judaic Studies, which is taught by experienced rabbis. See Hillel Curriculum, attached as Ex. L, also available at <http://www.hillelacademyofdenver.com/judaicStudies.html> (last visited July 5, 2011). In recognition of the vastly different curricula at participating private schools, the District tries to ensure that credits earned at private schools will transfer back into the District, but even the District does not guarantee students complete credit for each hour of coursework completed at the private schools. See Private Partner Participation Agreement, § J(5), attached as Ex. M.

Under the Voucher Program, the Douglas County School District and its Board will also abdicate total control over student-teacher ratios, teacher qualifications, and admission policies. Unlike public school teachers, who generally must have at least 24 semester hours in their area of expertise and hold a current CDE Teachers License before employment, teachers at private partner schools are not subject to state licensing requirement. See Open Position Application, attached as Ex. N, also available at https://appsadp.dcsdk12.org/apex/f?p=119:4:290_0882498463850::NO::P4_POSTING_ID,P4_LOCATION_TYPE:38269 (last visited July 5, 2011). Teachers at private schools, however, are subject to radically different requirements, and some schools require an attestation of faith.

For example, Valor Christian High School, which currently has accepted the highest number of students under the Voucher Program, prides itself on the fact that “100% of our team are committed followers of Jesus Christ.” See Voucher Update, attached as Ex. O; see also Valor Culture Document, 18, attached as Ex. P. Similarly, private partner schools also have total control over which students are admitted, and they are free to apply any of their own admission criteria, such as criteria that evaluate students on the basis of their church membership. See FAQ: Potential Partner Schools.

Thus, the Douglas County School District and its Board have abdicated local control over the instruction of students enrolled in the Voucher Program. By failing to exercise its constitutional responsibility for the instruction of its students, the Douglas County School Board violates Article IX, Section 15 of the Colorado Constitution, and Plaintiffs suffer a loss of local control over the education they fund.

B. The Douglas County School District and its Board violate the local control provision by not controlling the instruction purchased with locally raised funds.

The Douglas County School District and its Board also violate the “local control provision” by ceding control over locally raised funds to private schools. The District concedes that it will provide approximately \$4,575 for each student enrolled in a private school, and that these funds will be turned over to the private school. See School Application 2. According to the Douglas County School District’s own analysis, State funds account for 66.86% of per pupil funding, which totals approximately \$6,100. Id. Thus, in 2011-12, State funds will provide approximately \$4,078.46 in funding, while the local share will account for the remaining \$2,021.54. As a result, when a private school receives a voucher check for \$4,575, they will obtain control over approximately \$496.54 in local funds for each student.

Local control over educational instruction is a hallmark of the Colorado Constitution. Owens, 92 P.3d at 935 (citing Lujan v. Colo. State Bd. of Educ. 649 P.2d 1005 (Colo. 1982)). By requiring school districts to fulfill their responsibility to control instruction paid for with local funds, the Colorado Constitution seeks to maintain the “democratic framework created by our state constitution.” Owens, 92 P.3d at 935. As the Colorado Supreme Court noted in Owens, the local control provision is violated when local school districts “turn over a portion of their locally-raised funds to nonpublic schools over whose instruction the districts have no control.” Id. at 936. This is exactly the case here, as the Douglas County School District will relinquish total control over instruction, and almost \$250,000 of local funds, to implement the Voucher Program.

By abdicating local control over instruction, failing to fulfill its responsibility for the instruction of its students, and transferring local funds to private schools, the Douglas County

School District and its Board will commit a flagrant violation of Article IX, Section 15 of the Colorado Constitution. Thus, Plaintiffs have a reasonable likelihood of success on this claim and a preliminary injunction should be granted.

2. Plaintiffs have a reasonable probability of success on their claim that the Voucher Program violates the restrictions on the spending of monies from the “public school fund” contained in Article IX, Section 3 of the Colorado Constitution.

Article IX, Section 3 of the Colorado Constitution, states, in relevant part, “[t]he public school fund of the state shall, except as provided in this article IX, forever remain inviolate and intact and the interest and other income thereon, only, shall be expended in the maintenance of the schools of the state.” Colo. Const, Art. IX, sec. 3 (emphasis added). This section of the Colorado Constitution is unequivocal that funds from the public school fund will only be expended on the “schools of the state” which are defined later in the section as “public schools.” See id. Funds disbursed by the Colorado Department of Education to the Douglas County School District will contain monies derived from the “public school fund,” which, among other things, consists of the proceeds of the public school lands. Colo. Const. Art. IX, §17(2)(a); C.R.S. §22-41-101(2). By funneling monies from the public school fund to private schools—rather than “schools of the state”—the Defendants violate Article IX, Section 3 of the Colorado Constitution and cause irreparable harm to all Coloradoans.

Article IX, Sections 3, 5, 9 and 10 of the Colorado Constitution established the “public school fund,” which consists of the proceeds of lands granted to the State by the federal government upon statehood. In 1875, the United States Congress passed the Colorado Enabling Act authorizing the admission of Colorado as a state. See 18 Stat. 474 (7); see also Lujan, 649 P.2d at 1011. Section 7 of the Enabling Act granted the State title to two sections in every

township within its boundaries “for the support of common schools.” Id. This property is referred to as the “state school lands.” Section 14 of the Enabling Act further specified that the state school lands: “[S]hall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school fund, the interest of which to be expended in the support of common schools.” 18 Stat. 474 (14). These provisions of the Enabling Act create a federal trust (the “school lands trust”) for the sole and exclusive benefit of the Colorado state public schools.

State statutes also create a “public school fund” in the State Treasurer’s office which, among other things, consists of the proceeds of the public school lands. Colo. Const. Art. IX, §17(2)(a); C.R.S. §22-41-101(2). Income held in the public school fund is transferred “periodically” to the “state public school fund” together with moneys appropriated by the general assembly from the general fund to meet the state’s share of the total program funding of all school districts under the Public School Finance Act. C.R.S. §22-54-114(1). Thus, monies from the public school fund are distributed to local school districts as part of their funding under the Public School Finance Act.

The Douglas County School District will receive funds from the public school fund as part of its per pupil funding from the State under the Public School Finance Act. (Ver. Compl. ¶¶ 90-94.) By improperly counting students participating in the Voucher Program as enrolled in the District, the District will necessarily distribute monies from the public school fund included in its per pupil funding to private partner schools. Such a disbursement to private and sectarian schools would constitute a direct violation of Article IX, Section 3 of the Colorado Constitution which only allows for public school funds to be “expended in the maintenance of the schools of

the state.” Colo. Const. Art. IX, Sec. 3 (emphasis added). The Colorado Supreme Court has noted that “income from the public school fund is owned by the state and is distributed as a gratuity to the various counties and school districts to supplement local taxation for school purposes” but such funds cannot be distributed in “contravention of constitutional mandates” Craig v. People, 299 P. 1064, 1067 (Colo. 1931).

The Douglas County School District and its Board acknowledge that funds they receive from the State, including necessarily revenue from the public school fund, will be distributed to the private schools under the Voucher Program. Private schools are not public “schools of the state,” so any disbursements of monies from the public school fund to private schools violates Article IX, Section 3 of the Colorado Constitution. As a result, Plaintiffs have a reasonable probability of success on the merits of their claim that the Voucher Program violates Article IX, Section 3 of the Colorado Constitution, and their motion for a preliminary injunction should be granted.

3. Plaintiffs have a reasonable probability of success on their claim that the Voucher Program violates the “thorough and uniform” clause of Article IX, Section 2 of the Colorado Constitution.

Article IX, Section 2 of the Colorado Constitution, which is entitled “Establishment and Maintenance of Public Schools,” requires the general assembly to “provide for the establishment and maintenance of a thorough and uniform system of free public schools throughout the state.” Colo. Const. Art IX, Sec. 2. Pursuant to the authority and directives of Article IX, Section 2 of the Colorado Constitution, the Colorado General Assembly enacted the “Public School Finance Act of 1994,” C.R.S. § 22-54-101, et seq. The legislative purpose of the Public School Finance Act is to further “the general assembly’s duty under section 2 of article IX of the state

constitution to provide for a thorough and uniform system of public schools throughout the state.” C.R.S. § 22-54-102.

The Voucher Program violates the “thorough and uniform” clause for two reasons. First, the Voucher Program contradicts the plain language of the “thorough and uniform” clause, and judicial interpretation of this clause under Lujan v. Colo. State Bd. of Educ. 649 P.2d at 1017. Second, the Voucher Program undermines and upsets the Public School Finance Act’s delicate funding balance, which seeks relatively “uniform” funding of education across the state. By adopting the Voucher Program, and retaining 25% of the public funds it receives under the Act for pupils not attending school in the District, the Douglas County School District enriches itself and siphons public funds away from less prosperous school districts. In short, students enrolled in the Voucher Program will not be enrolled in, in attendance at, or instructed by the Douglas County School District, so the District is not entitled to any funding under the Public School Finance Act for these students.

A. The “Thorough and Uniform” clause does not allow for the funding of private schools with public funds.

The Voucher Program violates the plain language of the “thorough and uniform” clause and runs wholly contrary to the framers’ intent. The “thorough and uniform” clause is concerned only with “free public schools” of the state, and state funding is directed only toward these *free public* schools. See, e.g. Lujan, 649 P.2d at 1011. As the Colorado Court of Appeals has noted, “a free public school, within the contemplation of the constitution, is one to which any resident of the state, between the ages of six and twenty-one years, shall be admitted, and there be educated gratuitously, that is to say, at public expense, or from the public funds provided for that purpose. Adams County Sch. Dist. No. 16 v. Union High Sch., 25 Colo. App. 510 (Colo. App.

1914) rev'd on other grounds, 152 P. 1149 (1915).

In this case, the Douglas County School District takes funds raised and distributed under the directive of the “thorough and uniform” clause and pays them to private schools. Private schools participating in the Voucher Program are not schools which residents may attend “gratuitously...at public expense.” Id. In fact, even those participating in the Voucher Program are required to pay additional tuition, as tuition at most participating private schools vastly exceeds the \$4,575 Voucher provided by the Douglas County School District. For example, tuition at for the 2011-2012 school year at Valor Christian High School is \$13,350; at Regis Jesuit High School tuition is \$11,225. See Valor Fact Book, 5, attached as Ex. Q; see also Regis Tuition Payment Agreement, attached as Ex. R.

The Voucher Program is a misuse of public funds distributed to Douglas County in furtherance of the “thorough and uniform” clause, as the program benefits affluent students at the expense of other Coloradoans. Specifically, public funds used in the Voucher Program are not used to fund schools that students can attend “gratuitously at the public expense,” but rather subsidize expensive sectarian institutions. Adams County, 25 Colo. App. 510. Only students whose parents can afford to pay thousands of dollars in additional tuition at private schools can avail themselves of the program. As such, this program undermines the egalitarian imperative contained in Article XI, Section 2’s requirement for a “uniform system of free public schools.” Although Douglas County calls its Voucher Program the “Choice Scholarship Program,” only students who have thousands of dollars in additional tuition can “choose” to participate.

Likewise, the thorough and uniform clause, as evidenced and furthered under Colorado statutes, clearly prohibits the transfer of public funds to private schools. Colorado vigorously

controls and limits the circumstances under which a school district may pay for educational services for pupils in the district to attend private schools. For example, under CRS § 22-32-110, a district may pay for educational services for pupils to “attend nonpublic schools,” only if school is paid for “out of federal grants made available specifically for this purpose.” CRS § 22-32-110(1)(cc)(emphasis added). Because Colorado law limits school district expenditures to private schools only to federal funds, the Douglas County School District cannot transfer funds it receives under the Public School Finance Act to private schools.

For the forgoing reasons, the Voucher Program undermines and violates the thorough and uniform provision in Article IX, Section 2 of the Colorado Constitution.

B. The Voucher Program violates the “Thorough and Uniform” clause by disrupting the equalizing effects of the Public School Finance Act.

The Public School Finance Act states that a “thorough and uniform system of education requires that all school districts...operate under the same finance formula.” *Id.* (emphasis added). One principal purpose of the Act is to equalize the ability to raise educational resources between districts without a high tax base and more affluent districts. C.R.S. § 22-54-102. By equalizing relative funding across the State, the Act seeks to eliminate spending disparities between districts. While the Act does not require numerical equality or uniformity of funding across districts, as poorer districts will necessarily receive a greater share of State funds, it does seek to equalize educational opportunities across districts by factoring in the needs and means of each district. See Boulder Valley Sch. Dist. Re-2 v. Colo. State Bd. of Educ., 217 P.3d 918, 928 (Colo. App. 2009).

The Public School Finance Act establishes a finance formula that applies to “all school districts” in the State. C.R.S. § 22-54-102(1). The Act directs that the statutory formula “be

used to calculate for each district an amount that represents the financial base of support for public education in that district” and that the monies so calculated “shall be available to the district to fund the costs of providing *public* education.” C.R.S. § 22-54-104(1)(b)(emphasis added). A school district’s funding under the Public School Finance Act is determined by multiplying the district’s per pupil funding amount by the district’s funded pupil count, and adjusting by specific statutory factors. Thus, a school district’s funding under the Act depends, to a large extent, on its pupil enrollment, which is generally defined as the number of pupils enrolled in the school district on October 1 of the applicable budget year. See CRS §§ 22-54-103(7)(e) and (10)(a)(1); 1 CCR § 301-391:2254-R-3.01.

By improperly counting students who attend private schools under the Voucher Program as enrolled in the Douglas County School District, the District and its Board seek to enrich Douglas County at the expense of poorer school districts across Colorado. It is no secret that funding for education has been reduced due to the ongoing economic crisis, and the Douglas County School District saw a “total budget reduction of about \$26 million” between the 2009-2010 and 2010-2011 school years. Dep. of Bonnie Betz, from Lobato v. State of Colo., No. 2005CV4794 at 17:5-6, attached as Ex. S. The Douglas County School District intends to receive additional, unlawful revenue under the Voucher Program by retaining 25% of the public funding it receives under the Public School Finance Act for those students attending private schools—students it does not instruct, transport, or budget for. See DCSD Executive Summary.

Because the “scholarship students” will not be enrolled in, in attendance at, or instructed by the Douglas County School District, the District is not entitled to any funding under the Public School Finance Act for these students. In short, the Douglas County School District

unlawfully enriches itself by claiming funds distributed under the “thorough and uniform” clause for students not in attendance in the District. Plaintiffs—and all Coloradoans—will suffer irreparable and immediate injury when the Colorado Department of Education distributes funds to the District for students participating in the Voucher Program.

Thus, Plaintiffs have a reasonable probability of success on the merits for their claim that the Voucher Program violates Article IX, Section 2 of the Colorado Constitution, and their motion for a preliminary injunction should be granted.

C. Injunctive Relief Is Necessary to Prevent Real, Immediate and Irreparable Injury, and There Is No Adequate Remedy at Law.

Plaintiffs seek to protect their fundamental constitutional rights under Article IX of the Colorado Constitution, so they necessarily face irreparable injury to which there is no adequate remedy at law. Under Colorado law, “any denial of fundamental constitutional rights would be real, immediate, and irreparable.” Evans v. Romer, 1993 WL 19678, No. 92 CV 7223, at * 8 (Colo.Dist.Ct. Jan. 15, 1993). Moreover, a presumption of irreparable injury exists where constitutional rights are infringed.” Kneen v. Corr. Corp. of Am., No. 10-cv-01284, 2010 WL 5230912, at *4 (D. Colo. Nov. 23, 2010) (citing Kikumura v. Hurley, 242 F.3d 950, 963 (10th Cir. 2001)). Courts “may assume that a constitutional injury is irreparable in the sense that it cannot be adequately redressed by post-trial relief.” Pinson v. Pacheco, 397 Fed.Appx. 488, 491-492 (10th Cir. 2010)); see also Fortner v. Cousar, 992 P.2d 697, 700 (Colo. App. 1999)(no monetary damages can redress the violation of a plaintiff’s constitutional rights).

Plaintiffs’ injury is also imminent. Within a few weeks, sometime in July 2011, the Colorado Department of Education apparently intends to make its first distribution of funds for the 2011-2012 school year to the Douglas County School District. Shortly thereafter, the

Douglas County School District intends to transfer these public funds to private schools. With the transfer of public funds to private schools, the Douglas County School District and its Board will abdicate control over all instruction purchased with these funds and enrich religious and sectarian institutions in violation of the Colorado Constitution. Once public funds are transferred to private schools, the harm occurs. As Colorado taxpayers, and as residents and taxpayers within Douglas County and the Douglas County School District, Taxpayers for Public Education, Ms. Barnard, as well as her minor child, will suffer injury because of the loss of local control over the education they are required to fund.

Plaintiffs have shown that the Voucher Program poses an immediate and irreparable injury to their constitutional rights for which there is no adequate remedy at law; thus, this Court should enter a preliminary injunction to avoid constitutional violations pending a trial on the merits.

D. The Granting of the Preliminary Injunction Will Not Disserve the Public Interest.

The granting of a preliminary injunction will not disserve the public interest, and will further Colorado's long history of promoting public education. Even at the time when Colorado entered the union, "public education was an important and prominent concern." Lobato v. State of Colorado, 218 P.3d 358, 368 (Colo. 2009). The Colorado Supreme Court has also recognized the "importance of public education to our social well-being." deKoevend v. Board of Educ. of West End School Dist. RE-2, 688 P.2d 219 (Colo. 1984).

Plaintiffs seek to preserve public education in Colorado by protecting local control over instruction, the "inviolable" public school fund, and the "through and uniform" distribution of resources. See Colo Const., Art. IX, Sections 2,3,9. A preliminary injunction will avoid any

unnecessary constitutional violations pending a trial on the merits. Moreover, this Court has reasoned that “the public has no interest whatsoever” in an “unconstitutional amendment,” statute, or act, so this factor strongly favors the issuance of a preliminary injunction. Evans, 1993 WL 19678, at * 8.

E. The Balance of Equities Favors an Injunction.

The balance of the equities clearly favors the Plaintiffs, as the “potential injury to defendants is outweighed by potential injury to plaintiffs and other interested persons if the status quo is not maintained.” National Asso. of Psychiatric Treatment Centers v. Weinberger, 661 F. Supp. 76, 81 (D. Colo. 1986). Plaintiffs Taxpayers for Public Education face a potential injury to their constitutional rights, and Mason S. Barnard merely seeks to attend the Douglas County Public Schools without the unconstitutional disruption of the Voucher Program. Moreover, the granting of a preliminary injunction will protect students participating in the Voucher Program, as they will suffer a serious disruption to their education if the program is permanently enjoined.

Defendants, on the other hand, have nothing to lose and will suffer no injury if the Voucher Program is subject to a preliminary injunction. Any administrative disruption in the Voucher Program can quickly be remedied if Plaintiffs are unsuccessful in their suit, and the Defendants will then be free to implement the Voucher Program without the taint of ongoing litigation. Because Plaintiffs have shown that it is probable that they will succeed on the merits and that they will suffer irreparable harm if the preliminary injunction is not granted, the balance of the equities favors an injunction. Keller Corp. v. Kelley, 187 P.3d 1133, 1137 (Colo.App. 2008).

F. The Issuance of a Preliminary Injunction Will Preserve The Status Quo and Will Protect Plaintiffs' Constitutional Rights Pending a Trial on the Merits.

The issuance of a preliminary injunction will preserve the status quo and avoid unnecessary disruption of education in Douglas County. This factor strongly favors the issuance of a preliminary injunction, as students participating in the Voucher Program have yet to attend classes in private schools and public schools have yet to assign students to specific classrooms. If this Court fails to grant a preliminary injunction and Plaintiffs are later successful at a trial on the merits, education across the Douglas County School District would be disrupted. Removing 500 students from private school and placing them back in the public schools would affect not only students participating in the Voucher Program, but also students enrolled in the public schools who would face an unexpected increase in class size or a reshuffling of their classes.

Moreover, “the purpose of a preliminary injunction is to protect against irreparable injury and to maintain a trial court’s ability to render a ‘meaningful decision’ after a trial on the merits.” Curious Theater Co. v. Colorado Dept. of Public Health and Environment, 216 P.3d 71, 76 (Colo. App. 2008)(citing Bloom v. Nat’l Collegiate Athletic Ass’n, 93 P.3d 621, 623 (Colo. App. 2004)). If the Defendants are allowed to implement the Voucher Program, the Plaintiffs would suffer an irrevocable injury that could not be remedied through a later injunction.

CONCLUSION

The requested preliminary injunction would preserve the status quo and protect Plaintiffs’ constitutional rights pending trial. In short, fairness, the weight of authority, and public policy clearly militate toward immediate injunctive relief, and such action will maintain stability and predictability within the Douglas County School District.

For the foregoing reasons, Plaintiffs respectfully request that the Court grant the motion for preliminary injunction.

Respectfully submitted this 5th day of July, 2011.

s/ Michael S. McCarthy

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This document was e-filed through the LexisNexis CourtLink electronic filing procedures, under C.R.C.P. 121(c), § 1-26. As required by those rules, the original signed copy of this document is on file with Faegre & Benson LLP

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of July, 2011, a true and correct copy of the foregoing **MOTION FOR A PRELIMINARY INJUNCTION** was served via LexisNexis File & Serve on the following:

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Exhibit A

Board File: JCB

CHOICE SCHOLARSHIP PROGRAM (PILOT)

A. Purposes and Findings

1. Douglas County School District seeks to expand its education system that maximizes choice, celebrates freedom, improves quality through competition, promotes excellence, and recognizes that the interests of students and parents are paramount.

2. DCSD provides school choice to students and parents through numerous programs, including open enrollment, option schools, magnet schools, charter schools, on-line programs, home-education programs and partnerships, and contract schools. The Choice Scholarship Program is another way in which DCSD seeks to maximize school choice for students and parents to meet the individualized needs of each student.

3. The purposes of the Choice Scholarship Program are to provide greater educational choice for students and parents to meet individualized student needs, improve educational performance through competition, and obtain a high return on investment of DCSD educational spending.

4. The District finds that the Choice Scholarship Program furthers the requirements of nondiscrimination on account of religion with respect to civil rights as set forth in Section 4 of Article II of the Colorado Constitution.

5. The District finds that the Choice Scholarship Program does not violate Section 7 of Article IX, and that it fulfills the local control principle of Section 15 of Article IX, of the Colorado Constitution.

6. The District further finds that the Choice Scholarship Program is consistent with the legal principles contained in *Zelman v. Simmons-Harris*, 536 U.S. 639 (2002); *Owens v. Colorado Congress of Parents, Teachers and Students*, 92 P.3d 933 (Colo. 2004); and *Americans United for Separation of Church and State Fund, Inc. v. State of Colorado*, 648 P.2d 1072 (Colo. 1982).

7. The District finds that, while great care has been taken to develop the Choice Scholarship Program and to measure its effects on the District and its various stakeholders, it is in the best interests of the students, parents, employees, and community that a pilot program with limited participation be established until a record of its effects on student performance and financial viability can be reviewed and reported.

8. The District further finds that, in order to properly fund and to minimize negative effects on the District and state education funding, certain conditions of eligibility for participation by students in the Choice Scholarship Pilot Program, including residency and enrollment status, shall be established.

9. It is the intention of the District not to discriminate among nonpublic schools participating as Private School Partners. So long as the Private School Partners meet the Conditions of Eligibility in Section E.3 below, Private School Partners need not modify their admission criteria or education programs to participate in the DCSD Choice Scholarship Program. The District in no way promotes one Private School Partner over another, religious or nonreligious.

B. Definitions

1. "Board of Education" or "Board" means the Board of Education for Douglas County School District Re-1.

2. "Conditions of Eligibility" means the standards required of Private School Partners as set forth in Section E.3 of this Policy.
3. "District" or "DCSD" means Douglas County School District Re-1.
4. A "Choice Scholarship" is a check, payable by the District to the parent of a Choice Scholarship student, which can be used exclusively pursuant to the terms of this Policy and any associated administrative policies and procedures for the sole purpose of paying the tuition at a Private School Partner.
5. "Choice Scholarship Program" means the District's educational program described in this Policy.
6. "Private School Partner" means a nonpublic school that meets the Conditions of Eligibility set forth in subsection E and participates in the Choice Scholarship Program. It may be religious or non-religious. A Private School Partner shall not include on-line education programs as defined by Colo. Rev. Stat. § 22-30.7-102 or a nonpublic home-based educational program as defined by Colo. Rev. Stat. § 22-33-104.5.
7. "Choice Scholarship Office" is that part of District administration created by this Policy and charged with administering the Choice Scholarship.
8. "Choice Scholarship student" means a child of school age who meets the standards set forth in subpart D and participates in the Choice Scholarship Program.
9. "Parent" means a child's parent(s) or legal guardian(s).

C. Choice Scholarship Program and Office Created

1. The Board hereby creates the Choice Scholarship Program as an additional educational choice offered by DCSD. The Choice Scholarship Office is also created to administer the Choice Scholarship Program. The Superintendent shall select those persons necessary to carry out the functions of the Choice Scholarship Office. The Superintendent has the discretion to integrate the duties of the Choice Scholarship Office into existing District administration so that it functions as efficiently and effectively as possible.
2. The Board directs the Superintendent and Choice Scholarship Office to make the Choice Scholarship Program operational as a Pilot as set forth in Section F for the 2011-2012 school year.
3. On behalf of the District, the Choice Scholarship Office shall pay to the parent of a Choice Scholarship student one-quarter of the value of a Choice Scholarship in September, November, February, and May, subject to adjustments as described herein. The Choice Scholarship Office shall calculate and make adjustments to Choice Scholarship payments to ensure that each parent of a Choice Scholarship student is receiving the appropriate amount based on the Choice Scholarship student's actual enrollment in the Choice Scholarship Program, and that payments are sent to the appropriate Private School Partner(s) as chosen by the parent, including making *pro rata* payments as necessary.
4. To make the Choice Scholarship payments, the Choice Scholarship Office shall issue, on behalf of the District, a Choice Scholarship check in the name of the Choice Scholarship student's parent. The Choice Scholarship Office shall send the check to the Private School Partner in which the Choice Scholarship student is enrolled, and the parent shall restrictively endorse the Choice Scholarship check for the sole purpose of paying for tuition at the Private School Partner.

5. The Choice Scholarship Office may delay or withhold payments of a Choice Scholarship if it determines that either (i) the Choice Scholarship student or his/her parent or (ii) the Private School Partner has violated a material provision of the Choice Scholarship Program. This decision may be appealed pursuant to the Choice Scholarship appeal process described in subsection C.8, but the Choice Scholarship Office has the discretion to delay or withhold payments pending resolution on appeal.

6. A Choice Scholarship shall be worth the lesser of:

a. The actual tuition cost charged per pupil at the Private School Partner, or

b. Seventy-five percent of per pupil revenue, as defined by Colo. Rev. Stat. § 22-54-103(9.3) ("PPR"), of the Choice Scholarship student enrolled in grades one through twelve.

7. Private School Partners shall submit to the Choice Scholarship Office the financial information necessary to permit the calculation of the "actual tuition cost per pupil" for all the students at the Private School Partner, both Choice Scholarship and non-Choice Scholarship students. Private School Partners shall submit this information in a format determined by the Choice Scholarship Office, with supporting documentation. The "actual tuition cost per pupil" for all Private School Partners shall be made available for review by parents and the public by the Choice Scholarship Office as prescribed by subsection E.3.k of this Policy.

8. *Appeal process.* A student, parent, or Private School Partner may appeal a decision of the Choice Scholarship Office. The student, parent, or school shall notify the Choice Scholarship Office of the intention to appeal within 14 days of receipt of a written adverse decision. Pursuant to procedures drafted by the Choice Scholarship Office but ultimately approved by the Board of Education, the student, parent, or school may appeal the decision to the Superintendent or his/her designee whose decision shall be final and not subject to any further appeals.

9. The Choice Scholarship Office shall make arrangements for the administration of any statewide and/or District assessments to Choice Scholarship students so that the academic performance of Choice Scholarship students can be reported as may be required by law, and can be compared to the performance of students in other District schools and programs.

10. The Choice Scholarship Office shall gather all information and report to the Colorado Department of Education and/or the US Department of Education as necessary to comply with the NCLB Act, the School Finance Act of 1994 (Colo. Rev. Stat. § 22-54-101 *et seq*) and all applicable non-waivable laws so that Choice Scholarship students will be included in the District's pupil count and receive per pupil revenue from the state for the Choice Scholarship students. The Choice Scholarship Office shall ensure that each Choice Scholarship student is offered at least the minimum number of teacher-pupil instruction hours to comply with the School Finance Act.

11. *Annual report.* At least annually, the Superintendent shall give a report to the Board on the Choice Scholarship Program, including but not limited to (i) a comparison of student performance between Choice Scholarship students and non-Choice Scholarship District students; (ii) the financial effect of the Choice Scholarship Program on the District; (iii) the number and grade levels of students participating in the Choice Scholarship Program; and (iv) the number and type of Private School Partners participating in the Choice Scholarship Program.

D. Participation by Students and Families

1. To enroll in the District's Choice Scholarship Program, a student or his/her parent shall complete the application and any other informational forms required by the Choice Scholarship Office. A

student shall be deemed part of the District's "pupil enrollment" for purposes of Colo. Rev. Stat. § 22-54-103(10), if that student remains enrolled in the Choice Scholarship Program as of October 1, or the school day nearest that date. The Choice Scholarship Office shall verify that each Choice Scholarship student is properly enrolled and participating in the Choice Scholarship Program as of that date.

2. Choice Scholarship Students shall independently satisfy all admission requirements of the Private School Partner. Eligibility for a Choice Scholarship under this Policy does not guarantee admission to any Private School Partner. Scholarship recipients are encouraged to learn about the Private School Partners' admission criteria, dress codes and expectations of participation in school programs, be they religious or nonreligious, before applying for a Choice Scholarship and exercising their choice of a Private School Partner.

3. If the number of Choice Scholarship applicants exceeds the scholarships available, a lottery will be conducted by the Choice Scholarship Office to select Choice Scholarship recipients. Subject to subsection F.3, below, there will be no priority given in the lottery to prior Choice Scholarship participation or siblings of Choice Scholarship students.

4. A student may disenroll from the Choice Scholarship Program by completing the necessary forms required by the Choice Scholarship Office, or by not remaining enrolled and/or actively participating in a Private School Partner.

5. To be eligible for a Choice Scholarship in the pilot, students shall be DCSD residents and attending a DCSD school for no less than one year. Non-resident, open-enrolled DCSD students are not eligible to participate in the Pilot Program.

6. Subject to the other eligibility requirements contained in this Policy, Choice Scholarship participants will continue to be eligible for as long as the pilot remains in operation so long as they remain Douglas County residents and enrolled in a Private School Partner. Continued enrollment at a Private School Partner is governed, in part, by subsection F.3, below.

7. No student shall be eligible to participate in the Choice Scholarship Program unless that student's parent signs a Choice Scholarship Contract describing the rights and obligations of the parent and student, on the one hand, and the District, on the other. The form of this Contract shall be prepared and updated from time to time by the Choice Scholarship Office. The Contract shall contain at least the following terms:

a. *Student attendance.* If a Choice Scholarship student fails to attend school in compliance with existing District Student Attendance Policy (JH) then that student shall be deemed to no longer be "actively participating" in the Choice Scholarship Program and thus shall become automatically disenrolled from the Choice Scholarship Program.

b. *Pro rata payment of funds.* If the Choice Scholarship student moves from one Choice Scholarship Private School Partner to any other school or educational program, then the parent agrees that Private School Partner is entitled to only those funds due for the period in which the Choice Scholarship student was enrolled. Payments shall be made and adjusted on a *pro rata* basis. See subsection C.3.

c. *Restricted endorsement.* The parent of the Choice Scholarship student shall agree to timely and restrictively endorse the Choice Scholarship for the sole purpose of paying tuition at a Private School Partner.

d. *Option to disenroll at any time.* An Choice Scholarship student may disenroll from a Private School Partner or from the Choice Scholarship Program at any time without penalty.

e. *Involuntary disenrollment.* The District, through the Choice Scholarship Office, may disenroll a Choice Scholarship student from the Choice Scholarship Program if it determines, by a preponderance of the evidence, that the student or his/her parent has violated a material provision of the Choice Scholarship Program or the Choice Scholarship Contract between the parent and the District described by this subsection D.7.

f. *No liability to District.* The parent of a Choice Scholarship student shall release the District from any liability arising from participation in the Choice Scholarship Program, including liability arising from any conduct by, omission by, or other occurrence at a Private School Partner.

g. *Assessment.* The parent of a Choice Scholarship student shall agree that the student shall take any statewide or District assessments to be administered at the time and place designated by the Choice Scholarship Office.

h. *Financial Responsibility.* The parent of a Choice Scholarship student shall be responsible for all tuition, costs and fees in excess of the amount provided by the Choice Scholarship that may be assessed by the Private School Partner that they choose.

i. *No Specialized Programs.* The parent of a Choice Scholarship student shall acknowledge that the District will not create specialized programs in Private School Partners. Participation in the Choice Scholarship program will be viewed as a voluntary parental placement in the private school for purposes of special education services, and students will receive the level of services provided by the Private School Partner.

j. *Waiver and Release.* The parent of a Choice Scholarship student shall release the District from liability for injuries or claims arising out the student's attendance at the Private School Partner.

8. Once a student receives a Choice Scholarship, that student shall remain eligible to participate until the student disenrolls from the Choice Scholarship Program, either voluntarily (e.g., by withdrawal from the Choice Scholarship Program) or involuntarily (e.g., termination of the Choice Scholarship Program by the Board, or for violations of Choice Scholarship Policy, *see* subsection D.7.e).

9. If a Private School Partner fails to meet the Conditions of Eligibility, the Choice Scholarship students enrolled in that school may return to a District school, or may apply to another Private School Partner. If accepted at another Private School Partner, the remainder of their Choice Scholarship shall be applied to the new school.

E. Private School Partners' Conditions of Eligibility

1. Nonpublic schools located within and outside the boundaries of Douglas County School District may participate in the Choice Scholarship Program.

2. The Choice Scholarship Office shall determine whether a Private School Partner qualifies to participate in the Choice Scholarship, subject to the Choice Scholarship appeal process described in subsection C.8.

a. A Private School Partner may be denied participation only if (i) its application is not complete by the deadline or (ii) it fails to demonstrate that it meets the Conditions of Eligibility for participation, as described in subsection E.

b. The Choice Scholarship Office shall describe in writing the specific reason(s) for denying an application.

c. Nonpublic schools shall be eligible without regard to religion. The focus of the Choice Scholarship is not on the character of the Private School Partner but on whether that school can meet its responsibilities under this Policy and its Contract with the District.

3. To be eligible to participate in the Choice Scholarship Program, a Private School Partner shall demonstrate that it meets the following standards. The school shall provide the necessary information as part of its initial Choice Scholarship application and all renewal applications. The Private School Partner may demonstrate that it meets the following standards through evidence of accreditation by a recognized state or national accrediting organization that considers these standards. The District retains control over ensuring that Private School Partners are delivering quality educational instruction to Choice Scholarship students, regardless whether the District accomplishes this directly or by working with accrediting organizations.

a. *Quality educational program.* A Private School Partner shall demonstrate that its educational program produces student achievement and growth results for Choice Scholarship students at least as strong as what District neighborhood and charter schools produce. One component of a school's educational program shall include how the school intervenes to improve a student's performance to ensure that all students are making satisfactory progress towards achieving the District's End Statements. Evaluation of Private School Partners shall examine the educational program over time and by many academic measures.

b. *Financial stability.* To demonstrate financial stability, a Private School Partner shall disclose the school's financial history, including at minimum the past three years of audited financial statements; evidence of bank accounts for use solely by the school; financial policies; documentation showing adequate insurance policies; and any other financial documents the Choice Scholarship Office reasonably determines are relevant to this inquiry. Private School Partners that have been operating for fewer than three years at the time of filing the application ("new school applicants") shall demonstrate the ability to indemnify the District – through the purchase of a surety bond or any other means the Choice Scholarship Office deems satisfactory – for any loss to the District if the Private School Partner ceases operations. New school applicants shall also provide evidence that their operations, or plan for operations, are economically sound, including providing budgets, financial policies, insurance policies, and contracts regarding financial services.

c. *Safety.* A Private School Partner shall demonstrate that its facilities are in compliance with building codes, and that it has a safe school plan consistent with Colo. Rev. Stat. § 22-32-109.1(2)(a).

d. *Employees.* A Private School Partner shall provide a copy of its employment policies; a sample copy of its teacher/administrator contract(s), if any; a list of its teachers/administrators as of the date of its application, including their qualifications for the positions they hold; job descriptions for all positions; evidence of background checks on all teachers/administrators; and sample application materials used for hiring employees. A school shall have sound employment

policies, including conducting thorough criminal background checks to ensure school employees are safe to work with children.

e. *Facilities.* A Private School Partner shall provide a description and map of the building(s) and land used for school purposes; if leased, a copy of the lease agreement; and if owned, a copy of the documents demonstrating ownership, including financial documents related to any purchase (such as mortgage documents).

f. *Nondiscrimination.* A Private School Partner is prohibited from discriminating in its employment or enrollment decisions on any basis protected under applicable federal or state law, except that religious Private School Partners may make employment and enrollment decisions based upon religious beliefs, so long as such employment and enrollment decisions are not otherwise prohibited by applicable law.

g. *Student assessments.* A Private School Partner shall describe how it assesses student performance. Private School Partners shall agree to release Choice Scholarship students without academic penalty so that the District can administer statewide or District assessments (e.g., CSAP) to the Choice Scholarship students enrolled at the school. The Choice Scholarship Office may determine what statewide or District assessments are appropriate, but it shall do so in such a way that the District may compare student performance of Choice Scholarship students with other District students.

h. *Enrollment.* A Private School Partner shall provide its enrollment policies, including any enrollment agreement the school requires students or parents sign. As described above in subsection E.3.f, to be eligible to participate in the Choice Scholarship Program, a Private School Partner shall not discriminate when enrolling students on any basis protected under applicable federal or state law, except that religious Private School Partners may make enrollment decisions based upon religious beliefs. A Private School Partner shall apply its admission requirements to Choice Scholarship students in the same manner as it does with non-Choice Scholarship students, so long as these requirements do not discriminate in violation of this subsection E.3.h. *See also* subsection D.2.

i. *Student conduct and discipline policies.* A Private School Partner shall provide its policies on student conduct and discipline, including its policies on suspension and expulsion. To be eligible to participate in the Choice Scholarship, a Private School Partner's policies and procedures on discipline, suspension, and expulsion need not replicate the requirements for a traditional District school (*cf.* Colo. Rev. Stat. §§ 22-33-105 & -106), but they shall provide for an environment where *all* students can gain the benefit of the school's educational program without harassment, disruption, or bullying.

j. *Governance and operations.* A Private School Partner shall provide a description of its governance and operations, including identifying the members of its governing board and its senior administration.

k. *School information.* A Private School Partner shall describe the school's mission, educational goals, history, organizational structure, curriculum, and educational philosophy as well as provide information to calculate the actual tuition cost per pupil, as described by subsection C.7 of this Policy. The Private School Partner shall describe how the school serves the educational needs of exceptional children, as defined by Colo. Rev. Stat. § 22-20-103(12). The Choice Scholarship Office may prescribe the format in which this information is provided such that the Office may readily compile the information on a website or other information clearinghouse so that parents

and the public may compare one Choice Scholarship Private School Partner to another, and to other District schools and programs.

1. *Opt Out of Religious Services.* A religious Private School Partner shall provide Choice Scholarship parents the option of having their child receive a waiver from any required religious services at the Private School Partner.

4. *Appeal process.* A Private School Partner whose application (initial or renewal) is denied by the Choice Scholarship Office may appeal that decision as provided in the appeal process described in subsection C.8.

5. *Pro rata sharing of funds.* As necessary, Choice Scholarship funds shall be shared on a *pro rata* basis. Thus, a Private School Partner is entitled to receive Choice Scholarship funds due to the parent's choice of that school only for that period when a Choice Scholarship student was actually enrolled and receiving educational services from the school. Private School Partners shall agree that adjustments shall be made to the quarterly payments in order to account for student enrollments and disenrollments during the school year. Private School Partners shall further agree that under certain circumstances they may be required to repay the District for overpayments.

6. *Term of participation.* The District, through the Choice Scholarship Office, shall grant a Private School Partner the opportunity of participating in the Choice Scholarship for a term one to five years, subject to annual renewal. Unless renewed, participation in the Choice Scholarship shall automatically expire at the end of the term.

7. *Contract.* To be eligible to participate in the Choice Scholarship, a Private School Partner shall sign a Choice Scholarship Contract with the District describing the rights and obligations of the school and those of the District. The form of this Contract shall be prepared and updated from time to time by the Choice Scholarship Office. The Contract shall address the Conditions of Eligibility in E.3, and shall contain at least the following:

a. the term of participation granted to the Private School Partner;

b. provisions to allocate risk, *e.g.*, purchasing insurance against risks of injury to DCSD students attending the Private School Partner;

c. the information the Private School Partner shall regularly provide to the District to comply with reporting requirements under the NCLB Act, the School Finance Act of 1994 (Colo. Rev. Stat. § 22-54-101 *et seq.*), and for the District to report on school performance (Colo. Rev. Stat. § 22-11-503), including but not limited to, the qualifications of its instructional staff, the number of school hours of teacher-pupil instruction offered by the Private School Partner, student enrollment, daily student attendance, student performance, student discipline, financial statements, and a schedule for providing that information;

d. a provision recognizing that the school is a separate entity from the District, and therefore, any debt or financial obligations of the Private School Partner shall not constitute debt or financial obligations of the District unless the District specifically assumes such obligations in writing; and

e. that a Choice Scholarship student may disenroll from the Private School Partner at any time without penalty. If the Choice Scholarship student moves from a Private School Partner to any other school or educational program, then the Private Partner School agrees that it is entitled to

only those funds due for the period in which the Choice Scholarship student was enrolled. Payments shall be made and adjusted on a *pro rata* basis. See subsection C.3.

8. *Purchasing Services.* Private School Partner may elect to purchase services from the District. The District shall provide those services to the Private School Partner under the same terms, including at the same cost, as those services are provided to other DCSD schools.

9. *Termination from the Choice Scholarship Program.* The District, through the Choice Scholarship Office, may terminate a Private School Partner's participation in the Choice Scholarship Program if it determines, by a preponderance of the evidence, that the Private School Partner has violated a material provision of the Choice Scholarship Program or the Choice Scholarship Contract between the school and the District. This decision may be appealed pursuant to the Choice Scholarship appeal process described in subsection C.8, but the Choice Scholarship Office has the discretion to include or exclude the Private School Partner from the Choice Scholarship Program pending resolution on appeal.

F. Pilot

1. The Choice Scholarship Program is hereby established as a pilot program for up to 500 students for a period of one year beginning in the 2011-2012 school year, annually renewable at the discretion of the Board and subject to non-appropriation of funds by the Board as permitted by law. Participation in the program by students or Private School Partners shall in no way be construed as creating a continuing right to the Choice Scholarship beyond the period of the pilot authorized by the Board.

2. If the number of Choice Scholarship applicants exceeds the 500 scholarships available in the pilot, a lottery will be conducted by the Choice Scholarship Office to select Choice Scholarship recipients.

3. Choice Scholarship recipients are eligible for consecutive yearly participation for the duration of the program, so long as they remain continuously enrolled in a Private School Partner(s) and comply with the other eligibility criteria of this Policy. Siblings of Choice Scholarship participants shall have no priority to receive Choice Scholarships.

G. Administrative Policies and Procedures

The Superintendent is authorized to create administrative policies and procedures necessary to carry out the purposes of this Policy.

H. Severability

If any provision of this Policy or the application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Policy that can be given effect without the invalid provision or application, and to this end the provisions of this Policy are declared to be severable.

Adopted: March 15, 2011

Douglas County School District Re-1

Exhibit B

	FY 2010 2011	FY 2011 - 2012
Total State Funding	379,057,949.94	360,349,594.61
Equal Levy Funding (Property Tax Payer Amounts)	125,871,582.78	110,692,861.79
State Share	244,442,984.45	240,913,350.11
SOT (Specific Ownership Tax)	8,743,382.71	8,743,382.71
% State Funding	64.49%	66.86%
# of Students Funded First by Local Tax Payer	19,241	18,146

Exhibit C

**FISCAL OVERSIGHT COMMITTEE (FOC) MEETING
THURSDAY FEBRUARY 10, 2011 3:45pm to 5:15pm
MINUTES OF MEETING**

<u>In attendance:</u>	Bonnie Betz	Meghann Silverthorn
	Ken Buckius	Chris Stutler
	Jack Christensen	Stephanie Stanley (by phone)
	Dan Gerken	Rose Ann Barranco
	Dr. Nancy McCallin	Joann Lee

Adoption of the December 9th Minutes of Meeting:

Ken Buckius moved and Chris Stutler seconded that the minutes of the last meeting be approved. The motion passed and the minutes were approved. Joann Lee will record minutes and transmit them to the formal recorder, Kevin Larsen, for review.

Outstanding Items from Prior Meeting:

1.) Status of FY2009-2010 Audit – Significant Deficiencies

Accounting staff in conjunction with the external auditors, Bondi LLC, will determine the best process for reconciling the capital asset values in DCSD's general ledger with that of American Appraisal, a third party provider of DCSD. The District's general ledger valuations were not reconciled with American Appraisal at the end of their valuation process in FY 2008, The valuation done by American Appraisal resulted in a Governmental capital asset valuation greater than that recorded in the general ledger and a capital asset valuation in the business-type capital assets that was less than that recorded in the general ledger.

The District will soon initiate a District wide inventory process to verify our capital assets. The District is considering instituting a policy that requires a capital asset inventory be done every second year.

2.) Auditor RFP

The Auditor RFP will be postponed until after the FY2010-2011 audit. The current auditors have a five year contract, with one year remaining; therefore, Bondi will be responsible for the FY2010-2011 audit. Expectations and timelines will be established and communicated ahead of time with the current auditors to ensure a timely completion of the CAFR.

3.) Option Certificates

The Choice Task Force presented their best information and recommendations to the Board of Education in December. The BOE acknowledged the work of the Choice Task Force and requested DCSD Staff to further refine the recommendations and bring back recommendations to the BOE. Presently, staff has had numerous meetings with private schools inquiring about their interest in participating in the DCSD Option Certificate Program. The recommendation includes:

- 1. provisions that only current existing DCSD students may participate in the lottery to receive these scholarships.**
- 2. 2. a maximum of 500 students in the first year's pilot program.**

DCSD Staff will meet with CDE again to confirm that CDE will fund the scholarship students.

At the March 8th (now on March 9th) Board meeting, Dr Fagen will present staff's recommendations, at which if the Board approves the recommendation, implementations of the Option Certificate Program will go forth. It was requested that FOC members receive the proforma identifying the program costs

Nomination of Vacant Member:

A subcommittee of the FOC, reviewed the six applicants for the vacant member position. Rose Ann has compiled the rankings and the tabulation has been sent to Meghan and Dan. Rose Ann will contact the top three candidates for interviews.

Master Capital Plan:

Presented by Diane Doney, COO

The DCSD 2010-2011 Master Capital Plan was developed in coordination with the Long Range Planning Committee and was presented to the FOC by Diane Doney, COO. Highlighted points to the Capital Plan include enrollment projections, facility capital needs, technology capital needs and land inventory. Facility Capital needs total \$148.1 M, (new construction totaling \$55.1 M and preventive maintenance items at \$93 M) Technology Capital needs were included at a total cost of \$36.6 M, (computer and server refresh, upgraded financial and human resource system, and CITE).

An elementary school is planned in Parker and Castle Rock areas. Also needed is an additional wing to the Castle View High School. An additional wing in the current Early Childhood Center in Castle Rock is in consideration for the Option Certificate Charter and Home School staff.

The Master Capital Plan has not been advertised to the public. With the support from the Board of Education

Budget Update:

Bonnie addressed the committee regarding the Budget Update presentation given at the DAC & SAC Forums held on February 8th and 9th. To date the total FY2011-2012 Deficit Statewide is \$1.1B, resulting in a K-12 reduction of \$250M - \$400M. The estimated revenue decrease to DCSD is between \$18M to \$30M. DCSD is planning on a \$25M reduction after a study of all the increases in costs.

Direction of the FOC from the Board of Education

Board members Dan Gerken and Meghann Silverthorn stated that the responsibilities for the FOC committee are to include financial standing points (oddities), election advice, financial expertise and community perspective.

Future Agenda Items:

The committee was asked if they would like any items put on the agenda for future discussion.

- >Management Letter from the Charters**
- >Pro Forma for Options Certificate Program**

Outstanding Items from Prior Meetings

- >Scope and timeframe on the Budget Reduction Process**
- >Results of last year's DAC and SAC's survey on budget reductions**
- >Additional options for reductions**

Miscellaneous:

Meeting Adjourned:

The meeting adjourned at 5:47 p.m.

Exhibit D

DCSD CHOICE SCHOLARSHIPS EXECUTIVE SUMMARY*

The Douglas County School District is interested in providing each Douglas County student the maximum opportunity for success. The District believes that helping parents match students to the best possible learning environment is critical for the success of some students and highly beneficial to others. Therefore, DCSD offers our families the opportunity to choose from the following menu of educational options that will best meet their needs: neighborhood schools, charter schools, magnet schools, a new home education program, contract schools, and scholarships to Private School Partners as described below.

Pilot Choice Scholarship Program

- DCSD will establish a pilot Choice Scholarship program for up to 500 students choosing to attend one of our Private School Partners in the fall of 2011.
- DCSD will annually report and review the program to measure its success in meeting the needs of the students. The academic performance of Choice Scholarship students will be compared to those choosing other DCSD learning options.

Private School Partnerships

- DCSD will seek partnerships with private schools both inside and outside Douglas County.
- Private school partners will not be required to change their admission criteria to accept Choice Scholarship students.
- Private school partners will be subject to the following Conditions of Eligibility in order to accept Choice Scholarship students, including:
 - Providing to the District attendance data, and qualifications of teaching staff.
 - Accreditation by recognized state or national accreditation organization(s), which include review of academic standards, curriculum, employment, student enrollment, and student conduct policies.
 - Producing student achievement and growth results for Choice Scholarship students at least as strong as what DCSD neighborhood and charter schools produce.
 - Religious Private School Partners will provide the option of a waiver to DCSD students for any required religious services.
 - Private school partners will not discriminate in admission of students on any basis protected by federal or state law, except that religious Private School Partners may make employment and enrollment decisions based upon religious beliefs, so long as such employment and enrollment decisions are not otherwise prohibited by law.
 - Evidence of stability such that Choice Scholarship students will be reasonably assured of the school's continued operation.
 - DCSD students may withdraw from the Private School Partner and enroll in a DCSD school at any time without further obligation to the Private School Partner. If a Choice Scholarship student does not remain enrolled in the Private School Partner, the school may receive only the *pro rata*

* This Executive Summary is intended as an overview only. If there is any conflict between this summary and the Policy, the language of the Policy shall be controlling.

amount of the Choice Scholarship for that period in which the student was enrolled.

- Private School Partners will provide evidence of insurance and/or indemnify DCSD against any injuries to DCSD students attending the Private School Partner.

Choice Scholarship Participants

- To be eligible for the DCSD Choice Scholarship, students shall be DCSD residents and attending a DCSD school for no less than one year. Non-resident, open-enrolled DCSD students are not eligible to participate.
- Choice Scholarship participants will continue to be eligible if they remain Douglas County residents.
- DCSD students wishing to receive a Choice Scholarship to attend one of the Private School Partners will complete a Choice Scholarship application.
- If the number of Choice Scholarship applicants exceeds the 500 Choice Scholarships available in the pilot, a lottery will be used to select Choice Scholarship recipients.
- Choice Scholarship recipients shall satisfy all admission requirements of the Private School Partner on their own. Eligibility for a Choice Scholarship does not guarantee admission to any Private School Partner. Choice Scholarship recipients are encouraged to learn about the Private School Partners' admission criteria before applying for a Choice Scholarship.
- Choice Scholarship recipients are eligible for consecutive yearly participation for the duration of the program.
- Siblings of Choice Scholarship participants shall have no priority to receive Choice Scholarships.
- If a private school fails to meet the Conditions of Eligibility, the Choice Scholarship students enrolled in that school may apply to another Private School Partner.
- Choice Scholarship students will be required to attend CSAP testing (or other statewide or district assessments) at the time and place designated by DCSD. This testing compliance is mandatory for participation in the Choice Scholarship program.
- DCSD will provide Choice Scholarships in the amount equal to 75% of the per pupil revenue (\$4,575 in the 2011-2012 school year) or the actual cost of the Private School Partner's tuition, whichever is less. Parents/guardians will be responsible for any additional fees assessed by the Private School Partner.
- Parents/guardians of Choice Scholarship recipients will receive 4 equal scholarship payments each year. Choice Scholarship checks will be made out to the parents/guardians of Choice Scholarship recipient and sent to the Private School Partner that the student chooses to attend. Parents will be required to restrictively endorse the check for the sole use of the Private School Partner.
- DCSD will not create specialized programs in Private School Partners.
- Participation in the Choice Scholarship program will be viewed as a voluntary parental placement in the private school for purposes of special education services. District-provided services to parentally-placed students with disabilities are limited.

Board File: _____

CHOICE SCHOLARSHIP PROGRAM (PILOT)

A. Purposes and Findings

1. Douglas County School District seeks to expand its education system that maximizes choice, celebrates freedom, improves quality through competition, promotes excellence, and recognizes that the interests of students and parents are paramount.
2. DCSD provides school choice to students and parents through numerous programs, including open enrollment, option schools, magnet schools, charter schools, on-line programs, home-education programs and partnerships, and contract schools. The Choice Scholarship Program is another way in which DCSD seeks to maximize school choice for students and parents to meet the individualized needs of each student.
3. The purposes of the Choice Scholarship Program are to provide greater educational choice for students and parents to meet individualized student needs, improve educational performance through competition, and obtain a high return on investment of DCSD educational spending.
4. The District finds that the Choice Scholarship Program furthers the requirements of nondiscrimination on account of religion with respect to civil rights as set forth in Section 4 of Article II of the Colorado Constitution.
5. The District finds that the Choice Scholarship Program does not violate Section 7 of Article IX, and that it fulfills the local control principle of Section 15 of Article IX, of the Colorado Constitution.
6. The District further finds that the Choice Scholarship Program is consistent with the legal principles contained in *Zelman v. Simmons-Harris*, 536 U.S. 639 (2002); *Owens v. Colorado Congress of Parents, Teachers and Students*, 92 P.3d 933 (Colo. 2004); and *Americans United for Separation of Church and State Fund, Inc. v. State of Colorado*, 648 P.2d 1072 (Colo. 1982).
7. The District finds that, while great care has been taken to develop the Choice Scholarship Program and to measure its effects on the District and its various stakeholders, it is in the best interests of the students, parents, employees, and community that a pilot program with limited participation be established until a record of its effects on student performance and financial viability can be reviewed and reported.
8. The District further finds that, in order to properly fund and to minimize negative effects on the District and state education funding, certain conditions of eligibility for participation by students in the Choice Scholarship Pilot Program, including residency and enrollment status, shall be established.
9. It is the intention of the District not to discriminate among nonpublic schools participating as Private School Partners. So long as the Private School Partners meet the Conditions of Eligibility in Section E.3 below, Private School Partners need not modify their admission criteria or education programs to participate in the DCSD Choice Scholarship Program. The District in no way promotes one Private School Partner over another, religious or nonreligious.

B. Definitions

1. "Board of Education" or "Board" means the Board of Education for Douglas County School District Re-1.
2. "Conditions of Eligibility" means the standards required of Private School Partners as set forth in Section E.3 of this Policy.
3. "District" or "DCSD" means Douglas County School District Re-1.
4. A "Choice Scholarship" is a check, payable by the District to the parent of a Choice Scholarship student, which can be used exclusively pursuant to the terms of this Policy and any associated administrative policies and procedures for the sole purpose of paying the tuition at a Private School Partner.
5. "Choice Scholarship Program" means the District's educational program described in this Policy.
6. "Private School Partner" means a nonpublic school that meets the Conditions of Eligibility set forth in subsection E and participates in the Choice Scholarship Program. It may be religious or non-religious. A Private School Partner shall not include on-line education programs as defined by Colo. Rev. Stat. § 22-30.7-102 or a nonpublic home-based educational program as defined by Colo. Rev. Stat. § 22-33-104.5.
7. "Choice Scholarship Office" is that part of District administration created by this Policy and charged with administering the Choice Scholarship.
8. "Choice Scholarship student" means a child of school age who meets the standards set forth in subpart D and participates in the Choice Scholarship Program.
9. "Parent" means a child's parent(s) or legal guardian(s).

C. Choice Scholarship Program and Office Created

1. The Board hereby creates the Choice Scholarship Program as an additional educational choice offered by DCSD. The Choice Scholarship Office is also created to administer the Choice Scholarship Program. The Superintendent shall select those persons necessary to carry out the functions of the Choice Scholarship Office. The Superintendent has the discretion to integrate the duties of the Choice Scholarship Office into existing District administration so that it functions as efficiently and effectively as possible.
2. The Board directs the Superintendent and Choice Scholarship Office to make the Choice Scholarship Program operational as a Pilot as set forth in Section F for the 2011-2012 school year.
3. On behalf of the District, the Choice Scholarship Office shall pay to the parent of a Choice Scholarship student one-quarter of the value of a Choice Scholarship in September, November, February, and May, subject to adjustments as described herein. The Choice Scholarship Office shall calculate and make adjustments to Choice Scholarship payments to ensure that each parent of a Choice Scholarship student is receiving the appropriate amount based on the Choice Scholarship student's actual enrollment in the Choice Scholarship Program, and that payments are sent to the appropriate Private School Partner(s) as chosen by the parent, including making *pro rata* payments as necessary.

4. To make the Choice Scholarship payments, the Choice Scholarship Office shall issue, on behalf of the District, a Choice Scholarship check in the name of the Choice Scholarship student's parent. The Choice Scholarship Office shall send the check to the Private School Partner in which the Choice Scholarship student is enrolled, and the parent shall restrictively endorse the Choice Scholarship check for the sole purpose of paying for tuition at the Private School Partner.

5. The Choice Scholarship Office may delay or withhold payments of a Choice Scholarship if it determines that either (i) the Choice Scholarship student or his/her parent or (ii) the Private School Partner has violated a material provision of the Choice Scholarship Program. This decision may be appealed pursuant to the Choice Scholarship appeal process described in subsection C.8, but the Choice Scholarship Office has the discretion to delay or withhold payments pending resolution on appeal.

6. A Choice Scholarship shall be worth the lesser of:

a. The actual tuition cost charged per pupil at the Private School Partner, or

b. Seventy-five percent of per pupil revenue, as defined by Colo. Rev. Stat. § 22-54-103(9.3) ("PPR"), of the Choice Scholarship student enrolled in grades one through twelve.

7. Private School Partners shall submit to the Choice Scholarship Office the financial information necessary to permit the calculation of the "actual tuition cost per pupil" for all the students at the Private School Partner, both Choice Scholarship and non-Choice Scholarship students. Private School Partners shall submit this information in a format determined by the Choice Scholarship Office, with supporting documentation. The "actual tuition cost per pupil" for all Private School Partners shall be made available for review by parents and the public by the Choice Scholarship Office as prescribed by subsection E.3.k of this Policy.

8. *Appeal process.* A student, parent, or Private School Partner may appeal a decision of the Choice Scholarship Office. The student, parent, or school shall notify the Choice Scholarship Office of the intention to appeal within 14 days of receipt of a written adverse decision. Pursuant to procedures drafted by the Choice Scholarship Office but ultimately approved by the Board of Education, the student, parent, or school may appeal the decision to the Superintendent or his/her designee whose decision shall be final and not subject to any further appeals.

9. The Choice Scholarship Office shall make arrangements for the administration of any statewide and/or District assessments to Choice Scholarship students so that the academic performance of Choice Scholarship students can be reported as may be required by law, and can be compared to the performance of students in other District schools and programs.

10. The Choice Scholarship Office shall gather all information and report to the Colorado Department of Education and/or the US Department of Education as necessary to comply with the NCLB Act, the School Finance Act of 1994 (Colo. Rev. Stat. § 22-54-101 *et seq*) and all applicable non-waivable laws so that Choice Scholarship students will be included in the District's pupil count and receive per pupil revenue from the state for the Choice Scholarship students. The Choice Scholarship Office shall ensure that each Choice Scholarship student is offered at least the minimum number of teacher-pupil instruction hours to comply with the School Finance Act.

11. *Annual report.* At least annually, the Superintendent shall give a report to the Board on the Choice Scholarship Program, including but not limited to (i) a comparison of student performance between Choice Scholarship students and non-Choice Scholarship District students; (ii) the financial effect of the Choice Scholarship Program on the District; (iii) the number and grade levels of students participating in

the Choice Scholarship Program; and (iv) the number and type of Private School Partners participating in the Choice Scholarship Program.

D. Participation by Students and Families

1. To enroll in the District's Choice Scholarship Program, a student or his/her parent shall complete the application and any other informational forms required by the Choice Scholarship Office. A student shall be deemed part of the District's "pupil enrollment" for purposes of Colo. Rev. Stat. § 22-54-103(10), if that student remains enrolled in the Choice Scholarship Program as of October 1, or the school day nearest that date. The Choice Scholarship Office shall verify that each Choice Scholarship student is properly enrolled and participating in the Choice Scholarship Program as of that date.
2. Choice Scholarship Students shall independently satisfy all admission requirements of the Private School Partner. Eligibility for a Choice Scholarship under this Policy does not guarantee admission to any Private School Partner. Scholarship recipients are encouraged to learn about the Private School Partners' admission criteria, dress codes and expectations of participation in school programs, be they religious or nonreligious, before applying for a Choice Scholarship and exercising their choice of a Private School Partner.
3. If the number of Choice Scholarship applicants exceeds the scholarships available, a lottery will be conducted by the Choice Scholarship Office to select Choice Scholarship recipients. Subject to subsection F.3, below, there will be no priority given in the lottery to prior Choice Scholarship participation or siblings of Choice Scholarship students.
4. A student may disenroll from the Choice Scholarship Program by completing the necessary forms required by the Choice Scholarship Office, or by not remaining enrolled and/or actively participating in a Private School Partner.
5. To be eligible for a Choice Scholarship in the pilot, students shall be DCSD residents and attending a DCSD school for no less than one year. Non-resident, open-enrolled DCSD students are not eligible to participate in the Pilot Program.
6. Subject to the other eligibility requirements contained in this Policy, Choice Scholarship participants will continue to be eligible for as long as the pilot remains in operation so long as they remain Douglas County residents and enrolled in a Private School Partner. Continued enrollment at a Private School Partner is governed, in part, by subsection F.3, below.
7. No student shall be eligible to participate in the Choice Scholarship Program unless that student's parent signs a Choice Scholarship Contract describing the rights and obligations of the parent and student, on the one hand, and the District, on the other. The form of this Contract shall be prepared and updated from time to time by the Choice Scholarship Office. The Contract shall contain at least the following terms:
 - a. *Student attendance.* If a Choice Scholarship student fails to attend school in compliance with existing District Student Attendance Policy (JH) then that student shall be deemed to no longer be "actively participating" in the Choice Scholarship Program and thus shall become automatically disenrolled from the Choice Scholarship Program.
 - b. *Pro rata payment of funds.* If the Choice Scholarship student moves from one Choice Scholarship Private School Partner to any other school or educational program, then the parent agrees that Private School Partner is entitled to only those funds due for the period in which the

Choice Scholarship student was enrolled. Payments shall be made and adjusted on a *pro rata* basis. *See* subsection C.3.

c. *Restricted endorsement.* The parent of the Choice Scholarship student shall agree to timely and restrictively endorse the Choice Scholarship for the sole purpose of paying tuition at a Private School Partner.

d. *Option to disenroll at any time.* An Choice Scholarship student may disenroll from a Private School Partner or from the Choice Scholarship Program at any time without penalty.

e. *Involuntary disenrollment.* The District, through the Choice Scholarship Office, may disenroll a Choice Scholarship student from the Choice Scholarship Program if it determines, by a preponderance of the evidence, that the student or his/her parent has violated a material provision of the Choice Scholarship Program or the Choice Scholarship Contract between the parent and the District described by this subsection D.7.

f. *No liability to District.* The parent of a Choice Scholarship student shall release the District from any liability arising from participation in the Choice Scholarship Program, including liability arising from any conduct by, omission by, or other occurrence at a Private School Partner.

g. *Assessment.* The parent of a Choice Scholarship student shall agree that the student shall take any statewide or District assessments to be administered at the time and place designated by the Choice Scholarship Office.

h. *Financial Responsibility.* The parent of a Choice Scholarship student shall be responsible for all tuition, costs and fees in excess of the amount provided by the Choice Scholarship that may be assessed by the Private School Partner that they choose.

i. *No Specialized Programs.* The parent of a Choice Scholarship student shall acknowledge that the District will not create specialized programs in Private School Partners. Participation in the Choice Scholarship program will be viewed as a voluntary parental placement in the private school for purposes of special education services, and students will receive the level of services provided by the Private School Partner.

j. *Waiver and Release.* The parent of a Choice Scholarship student shall release the District from liability for injuries or claims arising out the student's attendance at the Private School Partner.

8. Once a student receives a Choice Scholarship, that student shall remain eligible to participate until the student disenrolls from the Choice Scholarship Program, either voluntarily (*e.g.*, by withdrawal from the Choice Scholarship Program) or involuntarily (*e.g.*, termination of the Choice Scholarship Program by the Board, or for violations of Choice Scholarship Policy, *see* subsection D.7.e).

9. If a Private School Partner fails to meet the Conditions of Eligibility, the Choice Scholarship students enrolled in that school may return to a District school, or may apply to another Private School Partner. If accepted at another Private School Partner, the remainder of their Choice Scholarship shall be applied to the new school.

E. Private School Partners' Conditions of Eligibility

1. Nonpublic schools located within and outside the boundaries of Douglas County School District may participate in the Choice Scholarship Program.

2. The Choice Scholarship Office shall determine whether a Private School Partner qualifies to participate in the Choice Scholarship, subject to the Choice Scholarship appeal process described in subsection C.8.

a. A Private School Partner may be denied participation only if (i) its application is not complete by the deadline or (ii) it fails to demonstrate that it meets the Conditions of Eligibility for participation, as described in subsection E.

b. The Choice Scholarship Office shall describe in writing the specific reason(s) for denying an application.

c. Nonpublic schools shall be eligible without regard to religion. The focus of the Choice Scholarship is not on the character of the Private School Partner but on whether that school can meet its responsibilities under this Policy and its Contract with the District.

3. To be eligible to participate in the Choice Scholarship Program, a Private School Partner shall demonstrate that it meets the following standards. The school shall provide the necessary information as part of its initial Choice Scholarship application and all renewal applications. The Private School Partner may demonstrate that it meets the following standards through evidence of accreditation by a recognized state or national accrediting organization that considers these standards. The District retains control over ensuring that Private School Partners are delivering quality educational instruction to Choice Scholarship students, regardless whether the District accomplishes this directly or by working with accrediting organizations.

a. *Quality educational program.* A Private School Partner shall demonstrate that its educational program produces student achievement and growth results for Choice Scholarship students at least as strong as what District neighborhood and charter schools produce. One component of a school's educational program shall include how the school intervenes to improve a student's performance to ensure that all students are making satisfactory progress towards achieving the District's End Statements. Evaluation of Private School Partners shall examine the educational program over time and by many academic measures.

b. *Financial stability.* To demonstrate financial stability, a Private School Partner shall disclose the school's financial history, including at minimum the past three years of audited financial statements; evidence of bank accounts for use solely by the school; financial policies; documentation showing adequate insurance policies; and any other financial documents the Choice Scholarship Office reasonably determines are relevant to this inquiry. Private School Partners that have been operating for fewer than three years at the time of filing the application ("new school applicants") shall demonstrate the ability to indemnify the District – through the purchase of a surety bond or any other means the Choice Scholarship Office deems satisfactory – for any loss to the District if the Private School Partner ceases operations. New school applicants shall also provide evidence that their operations, or plan for operations, are economically sound, including providing budgets, financial policies, insurance policies, and contracts regarding financial services.

c. *Safety.* A Private School Partner shall demonstrate that its facilities are in compliance with building codes, and that it has a safe school plan consistent with Colo. Rev. Stat. § 22-32-109.1(2)(a).

d. *Employees.* A Private School Partner shall provide a copy of its employment policies; a sample copy of its teacher/administrator contract(s), if any; a list of its teachers/administrators as of the date of its application, including their qualifications for the positions they hold; job descriptions for all positions; evidence of background checks on all teachers/administrators; and sample application materials used for hiring employees. A school shall have sound employment policies, including conducting thorough criminal background checks to ensure school employees are safe to work with children.

e. *Facilities.* A Private School Partner shall provide a description and map of the building(s) and land used for school purposes; if leased, a copy of the lease agreement; and if owned, a copy of the documents demonstrating ownership, including financial documents related to any purchase (such as mortgage documents).

f. *Nondiscrimination.* A Private School Partner is prohibited from discriminating in its employment or enrollment decisions on any basis protected under applicable federal or state law, except that religious Private School Partners may make employment and enrollment decisions based upon religious beliefs, so long as such employment and enrollment decisions are not otherwise prohibited by applicable law.

g. *Student assessments.* A Private School Partner shall describe how it assesses student performance. Private School Partners shall agree to release Choice Scholarship students without academic penalty so that the District can administer statewide or District assessments (e.g., CSAP) to the Choice Scholarship students enrolled at the school. The Choice Scholarship Office may determine what statewide or District assessments are appropriate, but it shall do so in such a way that the District may compare student performance of Choice Scholarship students with other District students.

h. *Enrollment.* A Private School Partner shall provide its enrollment policies, including any enrollment agreement the school requires students or parents sign. As described above in subsection E.3.f, to be eligible to participate in the Choice Scholarship Program, a Private School Partner shall not discriminate when enrolling students on any basis protected under applicable federal or state law, except that religious Private School Partners may make enrollment decisions based upon religious beliefs. A Private School Partner shall apply its admission requirements to Choice Scholarship students in the same manner as it does with non-Choice Scholarship students, so long as these requirements do not discriminate in violation of this subsection E.3.h. *See also* subsection D.2.

i. *Student conduct and discipline policies.* A Private School Partner shall provide its policies on student conduct and discipline, including its policies on suspension and expulsion. To be eligible to participate in the Choice Scholarship, a Private School Partner's policies and procedures on discipline, suspension, and expulsion need not replicate the requirements for a traditional District school (*cf.* Colo. Rev. Stat. §§ 22-33-105 & -106), but they shall provide for an environment where *all* students can gain the benefit of the school's educational program without harassment, disruption, or bullying.

j. *Governance and operations.* A Private School Partner shall provide a description of its governance and operations, including identifying the members of its governing

board and its senior administration.

k. *School information.* A Private School Partner shall describe the school's mission, educational goals, history, organizational structure, curriculum, and educational philosophy as well as provide information to calculate the actual tuition cost per pupil, as described by subsection C.7 of this Policy. The Private School Partner shall describe how the school serves the educational needs of exceptional children, as defined by Colo. Rev. Stat. § 22-20-103(12). The Choice Scholarship Office may prescribe the format in which this information is provided such that the Office may readily compile the information on a website or other information clearinghouse so that parents and the public may compare one Choice Scholarship Private School Partner to another, and to other District schools and programs.

l. *Opt Out of Religious Services.* A religious Private School Partner shall provide Choice Scholarship parents the option of having their child receive a waiver from any required religious services at the Private School Partner.

4. *Appeal process.* A Private School Partner whose application (initial or renewal) is denied by the Choice Scholarship Office may appeal that decision as provided in the appeal process described in subsection C.8.

5. *Pro rata sharing of funds.* As necessary, Choice Scholarship funds shall be shared on a *pro rata* basis. Thus, a Private School Partner is entitled to receive Choice Scholarship funds due to the parent's choice of that school only for that period when a Choice Scholarship student was actually enrolled and receiving educational services from the school. Private School Partners shall agree that adjustments shall be made to the quarterly payments in order to account for student enrollments and disenrollments during the school year. Private School Partners shall further agree that under certain circumstances they may be required to repay the District for overpayments.

6. *Term of participation.* The District, through the Choice Scholarship Office, shall grant a Private School Partner the opportunity of participating in the Choice Scholarship for a term one to five years, subject to annual renewal. Unless renewed, participation in the Choice Scholarship shall automatically expire at the end of the term.

7. *Contract.* To be eligible to participate in the Choice Scholarship, a Private School Partner shall sign a Choice Scholarship Contract with the District describing the rights and obligations of the school and those of the District. The form of this Contract shall be prepared and updated from time to time by the Choice Scholarship Office. The Contract shall address the Conditions of Eligibility in E.3, and shall contain at least the following:

a. the term of participation granted to the Private School Partner;

b. provisions to allocate risk, *e.g.*, purchasing insurance against risks of injury to DCSD students attending the Private School Partner;

c. the information the Private School Partner shall regularly provide to the District to comply with reporting requirements under the NCLB Act, the School Finance Act of 1994 (Colo. Rev. Stat. § 22-54-101 *et seq.*), and for the District to report on school performance (Colo. Rev. Stat. § 22-11-503), including but not limited to, the qualifications of its instructional staff, the number of school hours of teacher-pupil instruction offered by the Private School Partner, student enrollment, daily student attendance, student performance, student discipline, financial statements, and a schedule for providing that information;

d. a provision recognizing that the school is a separate entity from the District, and therefore, any debt or financial obligations of the Private School Partner shall not constitute debt or financial obligations of the District unless the District specifically assumes such obligations in writing; and

e. that a Choice Scholarship student may disenroll from the Private School Partner at any time without penalty. If the Choice Scholarship student moves from a Private School Partner to any other school or educational program, then the Private Partner School agrees that it is entitled to only those funds due for the period in which the Choice Scholarship student was enrolled. Payments shall be made and adjusted on a *pro rata* basis. See subsection C.3.

8. *Purchasing Services.* Private School Partner may elect to purchase services from the District. The District shall provide those services to the Private School Partner under the same terms, including at the same cost, as those services are provided to other DCSD schools.

9. *Termination from the Choice Scholarship Program.* The District, through the Choice Scholarship Office, may terminate a Private School Partner's participation in the Choice Scholarship Program if it determines, by a preponderance of the evidence, that the Private School Partner has violated a material provision of the Choice Scholarship Program or the Choice Scholarship Contract between the school and the District. This decision may be appealed pursuant to the Choice Scholarship appeal process described in subsection C.8, but the Choice Scholarship Office has the discretion to include or exclude the Private School Partner from the Choice Scholarship Program pending resolution on appeal.

F. Pilot

1. The Choice Scholarship Program is hereby established as a pilot program for up to 500 students for a period of one year beginning in the 2011-2012 school year, annually renewable at the discretion of the Board and subject to non-appropriation of funds by the Board as permitted by law. Participation in the program by students or Private School Partners shall in no way be construed as creating a continuing right to the Choice Scholarship beyond the period of the pilot authorized by the Board.

2. If the number of Choice Scholarship applicants exceeds the 500 scholarships available in the pilot, a lottery will be conducted by the Choice Scholarship Office to select Choice Scholarship recipients.

3. Choice Scholarship recipients are eligible for consecutive yearly participation for the duration of the program, so long as they remain continuously enrolled in a Private School Partner(s) and comply with the other eligibility criteria of this Policy. Siblings of Choice Scholarship participants shall have no priority to receive Choice Scholarships.

G. Administrative Policies and Procedures

The Superintendent is authorized to create administrative policies and procedures necessary to carry out the purposes of this Policy.

H. Severability

If any provision of this Policy or the application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Policy that can be given effect without the invalid provision or application, and to this end the provisions of this Policy are declared to be severable.

Exhibit E

Choice Scholarship School Application

Submitted By:

Choice Scholarship School

Contact Person:

Christian Cutter, Assistant Superintendent Elementary Education

Dan McMinimee, Assistant Superintendent Secondary Education

Robert Ross, Legal Counsel

June 21, 2011

Douglas County Board of Education Douglas County School District 620 Wilcox
Street Castle Rock, CO 80104

TABLE OF CONTENTS

A. Executive Summary	2
B. Vision and Mission Statements	4
C. Goals, Objectives and Pupil Performance Standards	5
D. Evidence of Support	5
E. Educational Program	5
F. Plan for Evaluating Pupil Performance	6
G. Budget and Finance	6
H. Governance	7
I. Employees	8
J. Insurance Coverage	8
K. Parent and Community Involvement	8
L. Enrollment Policy	8
M. Transportation and Food Service	9
N. Facilities	9
O. Waivers	9
P. Student Discipline, Expulsion, or Suspension	10
Q. Serving Students with Special Needs	10
R. Dispute Resolution Process	10

A) Executive Summary

The Choice Scholarship School (CSS) is interested in providing each Douglas County student the maximum opportunity for success. CSS believes that helping parents match students to the best possible learning environment is critical for the success of students. Therefore, CSS offers our families the opportunity to choose to attend qualified Private School Partners and receive scholarships toward tuition at such Private School Partners.

Pilot Choice Scholarship Program

- CSS will administer the pilot Choice Scholarship program, established by the DCSD Board of Education through Policy JCB for up to 500 students choosing to attend one of our Private School Partners in the fall of 2011.
- CSS will at least annually report and review the program to measure its success in meeting the needs of the students. The academic performance of CSS students will be compared to those choosing other DCSD learning options.

Private School Partnerships

- CSS will seek partnerships with private schools both inside and outside Douglas County.
- Private school partners will not be required to change their admission criteria to accept Choice Scholarship students.
- Private school partners will be subject to the following Conditions of Eligibility in order to accept Choice Scholarship students, including:
 - Providing to the District attendance data, and qualifications of teaching staff.
 - Accreditation by recognized state or national accreditation organization(s), which include review of academic standards, curriculum, employment, student enrollment, and student conduct policies.
 - Producing student achievement and growth results for Choice Scholarship students at least as strong as what DCSD neighborhood and charter schools produce.
 - Religious Private School Partners will provide the option of a waiver to CSS students for any required religious services.
 - Private school partners will not discriminate in admission of students on any basis protected by federal or state law if the student is otherwise qualified to

participate in the program according to the Private School Partners' admission criteria.

- Evidence of stability such that Choice Scholarship students will be reasonably assured of the school's continued operation.
- CSS students may withdraw from the Private School Partner and enroll in a CSS school at any time without further obligation to the Private School Partner. If a Choice Scholarship student does not remain enrolled in the Private School Partner, the school may receive only the *pro rata* amount of the Choice Scholarship for that period in which the student was enrolled.
- Private School Partners will indemnify CSS and/or the District against any injuries to CSS students attending the Private School Partner.

Choice Scholarship Participants

- To be eligible for the CSS Choice Scholarship, students shall be Douglas County residents and attending a Douglas County School District school for no less than one year. Non-resident, open-enrolled DCSD students are not eligible to participate.
- Choice Scholarship participants will continue to be eligible if they remain Douglas County residents and enrolled in a Private School Partner.
- CSS students wishing to receive a Choice Scholarship to attend one of the Private School Partners will complete a Choice Scholarship application.
- If the number of Choice Scholarship applicants exceeds the 500 Choice Scholarships available in the pilot, a lottery will be used to select Choice Scholarship recipients.
- Choice Scholarship recipients shall satisfy all admission requirements of the Private School Partner on their own. Eligibility for a Choice Scholarship does not guarantee admission to any Private School Partner. Choice Scholarship recipients are encouraged to learn about the Private School Partners' admission criteria before applying for a Choice Scholarship.
- Choice Scholarship recipients are eligible for consecutive yearly participation for the duration of the program or until the student moves beyond the maximum grade level of the Private School Partner. Once a student moves beyond the maximum grade level of a Private School Partner, there will be no priority given for a new scholarship.

- Siblings of Choice Scholarship participants in the pilot shall have no priority to receive Choice Scholarships.
- If a private school fails to meet the Conditions of Eligibility, the Choice Scholarship students enrolled in that school may apply to another Private School Partner.
- Choice Scholarship students will be required to attend CSAP testing (or other statewide or district assessments) at the time and place designated by CSS. This testing compliance is mandatory for participation in the Choice Scholarship program.
- CSS will provide Choice Scholarships in the amount equal to 75% of the per pupil revenue (\$4,575 in the 2011-2012 school year) or the actual cost of the Private School Partner's tuition, whichever is less. Parents/guardians will be responsible for any additional fees assessed by the Private School Partner.
- Parents/guardians of Choice Scholarship recipients will receive 4 equal scholarship payments each year. Choice Scholarship checks will be made out to the parents/guardians of Choice Scholarship recipient and sent to the Private School Partner that the student chooses to attend. Parents will be required to restrictively endorse the check for the sole use of the Private School Partner.
- CSS will not create specialized programs in Private School Partners.
- Participation in the Choice Scholarship program will be viewed as a voluntary parental placement in the private school for purposes of special education services. District-provided services to parentally-placed students with disabilities are limited.

B) Vision and Mission Statements

The Mission of the Douglas County School District is, "to provide an educational foundation that allows each student to reach his or her individual potential." The vision of the Douglas County School District (DCSD) is "to help students acquire the knowledge and abilities to be responsible citizens who contribute to our society."

The mission of the Choice Scholarship School (CSS) is to make operational the intent of the DCSD Board of Education embodied in the DCSD Board Policy JCB – Choice Scholarship Program (Pilot). CSS will provide greater educational choice for students and parents to meet individualized student needs, and improve educational performance through competition. This mission statement was developed in concert with staff, parents, and community members as part of DCSD's Choice Task Force.

Choice Scholarship School's (CSS) mission is also in keeping with the stated purposes of the Colorado Charter Schools Act:

C.R.S. §§ 22-30.5-101(c) states, "To encourage diverse approaches to learning and education and the use of different, innovative, research-based, or proven teaching methods."

C.R.S. §§ 22-30.5-101(f) states, "To provide parents and pupils with expanded choices in the types of education opportunities that are available within the public school system."

C.R.S. §§ 22-30.5-101(g) states, "To encourage parental and community involvement in public schools."

C) Goals, Objectives, and Pupil Performance Standards

THE OVERALL GOALS AND OBJECTIVES OF THE SCHOOL FOR THE PERIOD OF THE PROPOSED DISTRICT CHARTER CONTRACT, INCLUDING TIMELINES FOR THE ACHIEVEMENT OF THESE GOALS AND OBJECTIVES - The process used to identify the goals and objectives shall also be included.

The goals of the Choice Scholarship School are:

1. To provide a variety of options for CSS students to attend a Private School Partner that will best meet the individualized needs of the CSS students. While some Private School Partners have already qualified under DCSD Board Policy JCB, CSS will seek to develop relationships with additional Private School Partners within and outside Douglas County.
2. To produce student achievement and growth results for Choice Scholarship students at least as strong as what DCSD neighborhood and charter schools produce. These results will be measured using district and state assessments, including CSAP.

D) Evidence of Support

CSS believes, and research supports, that there is a demand for a choice scholarship serving grades K-12. This need was confirmed by 497 qualified students applying to be a part of the Choice Scholarship Program, and the initial participation of 31 private schools.

E) Educational Program

The CSS educational program will be carried out through the Private School Partners, with the Private School Partners implementing their own methods. Each Private School Partner is required to apply for participation, meeting the elements established in DCSD Board Policy JCB. Our Private School Partners, and thus CSS,

shall demonstrate over time that the educational programs produce student achievement and growth results for CSS students at least as strong as what District neighborhood and charter schools produce.

F) Plan for Evaluating Pupil Performance

The Choice Scholarship School Office shall make arrangements for the administration of any statewide and/or District assessments to Choice Scholarship students so that the academic performance of Choice Scholarship students can be reported as may be required by law, and can be compared to the performance of students in other District schools and programs.

A Private School Partner shall describe how it assesses student performance and that data may be included in the body of evidence on the performance of CSS students. CSS students shall participate in statewide and/or District assessments (*e.g.*, CSAP) administered by CSS. The District shall determine what statewide or District assessments are appropriate for CSS students in consultation with CSS and in compliance with applicable state law regarding student assessments, but it shall do so in such a way that CSS and the District may compare student performance of CSS students with other District students.

G) Budget and Finance

Revenue for CSS shall come primarily from the District per pupil revenues ("PPR") as set forth in C.R.S. § 22-30.5-112(2)(a.5). Consistent with other District Charter schools, the District shall provide 100 percent of PPR to the School minus the following: the actual amount of the School's per pupil share of the central administrative overhead costs (up to five percent of PPR), 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 and adjusted in the contract between the District and CSS.

CSS will administer the Choice Scholarships established under DCSD Board Policy JCB as follows:

A Choice Scholarship shall be worth the lesser of: a. The actual tuition cost charged per pupil at the Private School Partner, or Seventy-five percent of per pupil revenue, as defined by Colo. Rev. Stat. § 22-54-103(9.3) ("PPR"), of the Choice Scholarship student enrolled in grades one through twelve.

The parent of a Choice Scholarship student shall be responsible for all tuition, costs and fees in excess of the amount provided by the Choice Scholarship that may be assessed by the Private School Partner that they choose.

Private School Partners shall submit to the CSS the financial information necessary to permit the calculation of the "actual tuition cost per pupil" for all the students at

the Private School Partner, both Choice Scholarship and non-Choice Scholarship students. Private School Partners shall submit this information in a format determined by the CSS, with supporting documentation. The “actual tuition cost per pupil” for all Private School Partners shall be made available for review by parents and the public by the CSS.

On or before April 15 of each year, CSS shall submit to the District its proposed budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of the Contract between CSS and the District. The budget shall be prepared in accordance with the state-mandated chart of accounts, acknowledging the unique nature of the Choice Scholarship Program as described in Policy JCB. The budget as approved by the CSS Board and any subsequent approved revisions shall be submitted to the District along with the CSS resolution approving the budget or budget revision.

H) Governance

The Choice Scholarship School is created solely to serve the students participating in the Choice Scholarship Program Pilot established by DCSD Board Policy JCB. This is a unique arrangement unlike the usual relationship between a Charter organizer and authorizing district. Therefore, for the initial operation of CSS, the DCSD Superintendent shall select those persons necessary to carry out the functions of the CSS and shall have supervisory authority over those persons. The Superintendent has the discretion to integrate the duties of the CSS administration into existing District administration so that it functions as efficiently and effectively as possible.

CSS shall have its own board of directors governed by the bylaws attached as Exhibit B to the Contract between CSS and the District. The business and affairs of the school shall be managed by its Board of Directors subject to the bylaws. The CSS Board shall have the duty to ensure that the school operates consistent with Contract between the School and the Douglas County School District and the policies of the Douglas County School District establishing the Choice Scholarship Program, and in the best interests of its students, parents, teachers and community.

Given the unique circumstance of the DCSD Board’s specific authorization of the Pilot Choice Scholarship Program and establishment of CSS, the initial members of the CSS Board shall be appointed by the DCSD Board of Education. The number of Directors of the school shall be five; a minimum of 3 members shall be Family Directors as defined in the bylaws, with a maximum of two directors being Community Directors as defined in the bylaws.

I) Employees

CSS may employ as many staff members as it deems necessary and within its budget to accomplish the mission of the school and the Choice Scholarship Program. The School's personnel needs may be efficiently accomplished by having the School and the District share employees.

Nothing in this application, contract, school or District policy shall affect the employment relationships at the Private School Partners, which are separate entities from both the School and the District.

J) Insurance Coverage

CSS shall be covered under DCSD insurance,

The parent of a Choice Scholarship student shall release the District from any liability arising from participation in the Choice Scholarship Program, including liability arising from any conduct by, omission by, or other occurrence at a Private School Partner.

Private School Partners will indemnify CSS against any injuries to CSS students attending the Private School Partner.

K) Parent and Community Involvement

CSS shall maintain parent and community involvement through at least annual meetings of its Members as defined and described in the bylaws. The CSS board meetings shall be conducted in accordance with applicable Colorado Open Meeting Laws. In addition, the CSS board may establish additional parent and community involvement opportunities as it deems appropriate.

L) Enrollment Policy

Enrollment in CSS is governed by DCSD Board Policy JCB. In the pilot program, CSS enrollment is as follows:

- To be eligible for enrollment in CSS, a student must qualify and receive a DCSD Choice Scholarship, be accepted and attend a qualified Private School Partner all as defined and described in DCSD Board Policy JCB.
- Students shall satisfy all admission requirements of the Private School Partner on their own. Eligibility for a Choice Scholarship does not

guarantee admission to any Private School Partner. Choice Scholarship recipients are encouraged to learn about the Private School Partners' admission criteria before applying for a Choice Scholarship

- For the pilot program, enrollment in CSS is limited to 500. If the number of Choice Scholarship applicants exceeds the 500 Choice Scholarships available in the pilot, a lottery will be used to select Choice Scholarship recipients
- Once a student is eligible to receive a Choice Scholarship and is accepted by a qualified Private School Partner, that student shall be enrolled in CSS.
- CSS students shall remain in CSS if they remain Douglas County residents and attend a Private School Partner.
- Choice Scholarship recipients are eligible for consecutive yearly participation for the duration of the program or until the student moves beyond the maximum grade level of the Private School Partner. Once a student moves beyond the maximum grade level of a Private School Partner, there will be no priority given for a new scholarship.

M) Transportation and Food Service

Transportation for resident students granted permission to attend a school or program outside their neighborhood attendance area shall be furnished by their parent/guardian unless it is determined that transportation is necessary for the District to comply with the requirements of state or federal law concerning homeless and disabled students. Food service shall be provided by the parent or arrangements made between the parent/guardian and the Private School Partners.

N) Facilities

CSS will maintain administrative offices as assigned by the DCSD Superintendent. Since the main educational services will be delivered at the Private School Partners, CSS will not require its own classroom facilities for CSS students, but will make all necessary facility arrangements for any state or district assessments.

A Private School Partner shall provide a description and map of the building(s) and land used for school purposes; if leased, a copy of the lease agreement; and if owned, a copy of the documents demonstrating ownership, including financial documents related to any purchase (such as mortgage documents).

O) Waivers

CSS will apply for all automatic waivers available to it under the Colorado Charter Schools Act and other waivers of law listed in Attachment 6 to the Contract.

P) Student Discipline, Expulsion, or Suspension

Student discipline, Expulsion or Suspension shall be primarily governed and administered by the student conduct policies of the Private School Partners. However, conduct by a CSS student at a Private School Partner may, at the discretion of CSS administration, result in disciplinary action by CSS, governed by the student discipline policies and procedures of DCSD Board Policy JI/JIA.

A Private School Partner shall provide its policies on student conduct and discipline, including its policies on suspension and expulsion. To be eligible to participate in the Choice Scholarship, a Private School Partner's policies and procedures on discipline, suspension, and expulsion need not replicate the requirements for a traditional District school (*cf.* Colo. Rev. Stat. §§ 22-33-105 & -106), but they shall provide for an environment where *all* students can gain the benefit of the school's educational program without harassment, disruption, or bullying.

Q) Serving Students with Special Needs

Requests from the parents of Special Education students for choice enrollment to another school or program shall be considered in accordance with applicable state and federal laws. The student's current Individualized Education Program (IEP) shall be considered by the student's IEP team in determining if the requested school (including a Private School Partner) or program can meet the student's needs. Services provided at Private School Partners may be limited.

R) Dispute Resolution Process

Disputes arising at the Private School Partners shall be addressed in accordance with the policies procedures and administration at the Private School Partners. Unless the dispute involves the operation of DCSD Board Policy JCB or the contract between the Private School Partner and DCSD/CSS, CSS will not participate in such dispute resolution.

In accordance with Section C.8 of DCSD Board Policy JCB, a student, parent, or Private School Partner may appeal a decision of the CSS. The student, parent, or school shall CSS of the intention to appeal within 14 days of receipt of a written adverse decision. Pursuant to procedures drafted by the CSS but ultimately approved by the CSS Board, the student, parent, or school may appeal the decision to the DCSD Superintendent or his/her designee whose decision shall be final and not subject to any further appeals.

Exhibit F

AGREEMENT

Between

**Choice Scholarship School and Douglas County School
District, Re-1**

June 21, 2011

Section 1: Introduction and Recitals

This Contract, effective the 21st day of June, 2011 is made and entered into between Douglas County School District (the “District” or the “Authorizer”) and the Choice Scholarship School, a public charter school (the “School”) (collectively, the “parties”).

WHEREAS, on March 15, 2011, the Board of Education adopted the Choice Scholarship Program (Pilot), Policy JCB (Attachment 1) (“Policy”);

WHEREAS, the District accepted an application for creation of the School on June 21, 2011;

WHEREAS, on June 21, 2011, the Board of Education adopted a Resolution (Attachment 2) approving the School’s application and granting the School a charter for an initial term of one year;

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, contained herein, the parties agree as follows:

Section Two: Establishment of School

2.1 Term.

This Contract is effective as of June 21, 2011 and shall continue through 6-30-2012. This Contract is for operation of the School for a period of one year. Any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District. The parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. The parties further agree 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.

2.2 Legal Status of the Charter School

As provided by the Charter Schools Act, the School shall constitute a public school in Colorado. The educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.2 of this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

2.3 Legal Status of the Private School Partners

The parties agree that the Private School Partners, defined at Policy B.6, are organized and maintained as nonpublic schools, separate and apart from the District as well as from the School. To qualify as a Private School Partner, a nonpublic school must meet the Conditions of Eligibility defined in the Policy. Private School Partners are subject to the terms of the Policy and any contracts they enter into with the School or District. Notwithstanding anything to the

contrary, Private School Partners remain nonpublic schools and separate legal entities from the School and the District, with their own legal structure, governance, admission criteria, and financial and legal obligations.

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; the School shall be subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, Board policies and regulations. The School shall operate pursuant to Policy JCB; should there be a conflict between this Contract and Policy JCB, the Policy shall control. 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 programs offered, including test administration procedures and student protocols;
- iv. Personnel records, including evidence criminal background checks have been conducted on School personnel;
- v. Records relating to the School's operations, including administration of the Policy; and
- vi. All records generated pursuant to the Policy.

The parties agree that the District has a right to inspect and review all documents related to the School's operation, including records related to students enrolled at the School. The parties further agree that the Private School Partners have students that are not enrolled in the School, and thus neither the District nor the School has rights to those students' records.

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 days of its receipt by the District and shall include information about the substance of the complaint taking into consideration any complainant's request for anonymity. Any written complaint shall be provided to the School within three days, barring extraordinary circumstances, which shall be documented and submitted to the School.

C. Health or safety issues. The District shall immediately notify the School of any circumstances that may affect the health or safety of School students.

D. Access to data and information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Elementary and Secondary Education Act (ESEA) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.

E. Accreditation data and process. No later than five business days following the receipt of the information, the District shall provide to the School the data used by the Colorado Department of Education (“Department”) to conduct its analysis of the School’s performance. No later than five business days following the receipt of the information, the District shall provide to the School the final accreditation status assigned to the School and the District’s assessment of the progress made by the School toward the goals and objectives set forth in Policy JCB.

F. Access to student records. 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. The School and the District shall share student information with the Private School Partners only in accordance with law and any applicable contracts.

3.2 School rights and responsibilities.

A. 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, including the Private School Partners, are transferred in a timely manner. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All School 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.

B. Notification provided to the District.

i. Timely notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or

2. Any complaints filed against the School by any governmental agency.

ii. Immediate notice. The School shall immediately notify the District of any of the following:

1. Conditions that may cause it to vary from the terms of Policy JCB, this Contract, applicable District requirements, federal, and/or state law;
2. Any circumstance requiring the closure of the School or any of the Private School Partners in which CSP students are enrolled, 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 any school facility;
3. 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;
4. Misappropriation of School funds;
5. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
6. Any change in the School's corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

C. Compliance. The School shall assume all of the duties assigned to the "Choice Scholarship Office in Policy JCB, comply with Policy JCB, 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 5.2. A list of some but not all, of the federal and state laws with which the School must comply are listed in Attachment 3.

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 3.2.I.

i. Unique School Objectives. The School shall annually provide the District with a report no later than August 31 identifying the progress that the School has made on each of its unique objectives included in Policy JCB during the prior school year.

ii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 et seq., (including budget).

1. Proposed Balanced Budget – April 15

2. Projected enrollment – March 15
3. Charter Board approved budget – June 1
4. Quarterly financial reports – within 45 days of the close of the quarter.
5. Annual audit – September 30
6. End of year trial balance – December 30

iii. School calendar, meaning the deadlines for the private school partner and choice scholarship student application process for the School and similar items pursuant to Policy JCB – December 30

iv. Health and safety information, to the extent applicable to the School – June 30

v. Governance information.

1. Charter Board membership (*i.e.*, names/ contact info, terms and signed Board Member Certification Forms)- June 30
2. Signed Board member conflict of interest disclosures – June 30
3. Current bylaws – within ten (10) days after any changes.
4. Current articles of incorporation – within ten (10) days after any changes.

vi. Insurance certification – June 30

vii. Annual report on the Choice Scholarship Program – By March 30, the School shall give an annual report to the Board of Education pursuant to subsection C.11 of Policy JCB.

F. 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 or demanding funds otherwise due to the indemnitor. Nothing in this Section shall alter the obligations between the Private School Partners and the School, which are described by Policy JCB and other documents.

G. Procedures for amending articles of incorporation and bylaws. The School shall follow any requirements of the Colorado Revised Non- Profit Corporations Act in amending its articles

of incorporation (if applicable) and bylaws and shall provide the District with notice of any such changes. 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 set forth in Attachment 4. The parties agree that the School may not amend Policy JCB; only the District's Board of Education may do so.

H. 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 resolved pursuant to C.R.S. § 22-30.5-107.5 as well as the terms set forth in this Section. If there is a conflict between the terms of this Section and § -107.5, then § -107.5 shall control.

i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance under Policy JCB and this Contract, except for any performance which may be directly affected by such dispute.

ii. Nothing in this Section alters the appeal process for students, parents, or Private School Partners described in subsection C.8 of Policy JCB.

I. School violations of law or this Contract. If the School (i) is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, (ii) is in violation of state or federal law or regulations, or (iii) materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 10.2. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

i. Withholding up to 25 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. The District may not impose this remedy if it might prejudice any CSP families or Private School Partners, except for those specific CSP families or Private School Partners involved in the underlying violation.

ii. Submitting 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. 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.

iii. Seeking technical assistance from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

iv. Requesting that the Commissioner issue a temporary or preliminary order in accordance with the Charter School Emergency Powers Act, C.R.S. § 22-30.5-701 *et seq.*

J. Procedural guidelines for School violations of law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers Act set forth in Part 7 of Article 30.5, the District shall, to the extent practicable, engage in a due process procedure below.

i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.

ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the President of the Charter School Board or his designee shall be given an opportunity to meet with the President of the District's Board or his designee to discuss the notice within five (5) days.

iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 3.2.I i through iv.

K. District violations of 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 3.2.H, file an appeal with the State Board, or seek other remedies provided by law.

L. Emergency Powers Act. If the District seeks a preliminary order under the Emergency Powers Act set forth in Part 7 of Article 30.5, it shall follow the procedures set forth therein.

Section Four: School Governance

4.1 Governance.

The School's articles of incorporation (if applicable) and bylaws shall not conflict with the School's obligation to operate in a manner consistent with Policy JCB and this Contract. The policies for the School's governing board shall provide for governance of the operation of the School in a manner consistent with Policy JCB and 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 board shall be made in accordance with the procedures described in Section 3.2.G of this Contract. For purposes of the pilot program, the District BOE retains power to appoint and remove members of the School's governing board in accordance with the bylaws of the school. (Attachment 5)

4.2 Corporate purpose.

The purpose of the School as set forth in its articles of incorporation (if applicable) shall be limited to the purposes described in Section A of Policy JCB as well as the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. § 22-30.5-101, *et seq.*

4.3 Transparency.

The School shall make its policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.

4.4 Complaints.

The School shall establish a process for resolving public complaints, which shall include an opportunity for complainants to be heard. This process shall be consistent with the subsection C.8 of Policy JCB. During the pilot program period, the final administrative appeal shall be heard by the District's Board of Education.

4.5 Contracting For Educational Services.

The District acknowledges that the School intends to permit parents to choose in which approved Private School Partner to enroll their child(ren), as described by Policy JCB. The District and School intend to permit this parental choice of educational services to the full extent permitted by law and as described by Policy JCB. Such contracting is conditioned upon various contracts among the School, parents, and Private School Partners, as described by Policy JCB.

Section Five: Operation of School and Waivers

5.1 Operational powers.

Subject to Policy JCB and the terms of this Contract, the School shall be 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; 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 Policy JCB and this Contract. The parties agree that the School may not amend Policy JCB; only the District's Board of Education may do so.

5.2 Waivers.

A. State Laws and Regulations

i. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers. The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 6.

ii. Additional waiver requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter School, nor when a District power or

duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and is 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 the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 7. 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 request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. 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. Automatic waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to the School or the District, through Policy JCB and the Contract, has delegated this authority to the School.

ii. Additional waivers. The School may be granted certain waivers from District policies upon request of the School.

iii. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

Section Six: School Enrollment

6.1 School Enrollment.

The School may serve students eligible pursuant to Policy JCB. As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment decisions shall be made by the School in a nondiscriminatory manner. Nothing herein shall modify the enrollment provisions described in Policy JCB.

6.2 Pilot Program Enrollment.

The School and the District agree that it is in the best interests of the students, parents, employees, and community that a pilot program with limited participation be established until a record of the effects of the Choice Scholarship Program on student performance and financial viability can be reviewed and reported. Accordingly, during this initial pilot program year the School's total funded enrollment shall be 500 students.

6.3 Continuing Enrollment and Disenrollment

Continuing enrollment and disenrollment, voluntarily or involuntarily, in the School shall be governed by Policy JCB. Nothing herein shall modify the way in which Private School Partners enroll or disenroll CSP students.

Section Seven: School Objectives

7.1 School Objectives. Policy JCB describes the School's objectives and the manner in which the District is going to review whether the School has met or is making reasonable progress toward those objectives.

7.2 District Finance, Governance, And Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.3 Choice Scholarship Program Characteristics. The School shall implement and maintain the Choice Scholarship Program as it is described in Policy JCB.

7.4 Voluntary Parental Placement. As provided by Policy JCB, the School and the District agree that Choice Scholarship Program does not require Private School Partners to create specialized programs. Participation in the Choice Scholarship Program will be viewed as a voluntary parental placement in the private school for purposes of special education services, and students will receive the level of services provided by the Private School Partner.

Section Eight: Financial Matters

8.1 Revenues.

A. District per pupil revenue funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. § 22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School minus the following: the actual amount of the School's per pupil share of the central administrative overhead costs (up to five percent of PPR), 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. 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 District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

B. No Other Funds. The parties agree that the School is not entitled to any other funding, including funds from mill levy overrides or federal or state categorical aid programs. Consistent with Policy JCB, the School shall receive only PPR.

8.2 Disbursement of Per Pupil Revenue.

A. Disbursement Of District Per Pupil Revenue Funding. The parties acknowledge that under Policy JCB the School must pay to the parents of Choice Scholarship students one-quarter of the value of a Choice Scholarship in September, November, February, and May. *See* subsection C.3 of Policy JCB. Accordingly, the District shall disburse one-quarter of the required PPR payments to the School at least 15 days in advance of the School's payments to parents.

B. Adjustment to funding. The District's disbursement of funds shall be adjusted as follows: January 1 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 this District and not otherwise deducted. Funding on January 1 may also be adjusted for any services provided by the Contract. 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.

8.3 Budget.

On or before April 15 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, acknowledging the unique nature of the Choice Scholarship Program as described in Policy JCB. 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. A material violation of this Section may result in the District initiating remedies described in Section 3.2.I.

8.4 Enrollment projections.

Should the District decide to continue the Choice Scholarship Program beyond its first year, then beginning with its second year of operation, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District

for the purpose of 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 enrollment. 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 no authority to enter into a Contract that would bind the District, and the School's authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each Contract or legal relationship entered into by the School shall include the following provisions:

A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.

B. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board.

8.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written 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, for causes within the School's control, the audit is not provided to the District by September 30 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by September 30 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time.

8.8 Quarterly reporting.

The School shall prepare quarterly financial reports for the District. Such reports shall be submitted to the District no later than forty-five (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. ~~Any borrowing by the School above twenty percent (20%) of the School's budget shall be subject to prior District approval.~~

8.11 Loans.

No loans may be made by the School to any person or entity for any purpose without District approval.

Section Nine: Personnel

9.1 Employee Status.

The parties agree that the School's personnel needs may commend having the School and the District share employees. All employment decisions related to the School shall be made by the School, and not the District. The parties agree that nothing herein affects the employment relationships at the Private School Partners, which are separate entities from both the School and the District.

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

10.1 Renewal Timeline and Process.

The District's Board of Education shall decide by March 15 whether to continue the Choice Scholarship Program following a public hearing where the School shall have the opportunity to address the Board of Education about continuing the program. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

10.2 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.

10.3 School-Initiated Closure.

The School does not have the right to choose to terminate this Contract before the end of the Contract term or in any way close the School without the prior approval of the District.

10.4 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 the Choice Scholarship 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 program 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 10.5 below and (2) reassignment of students to different schools in

consultation with their parents. School personnel and the School's 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.

10.5 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 not purchased with public funding provided by the District may be donated to another mutually agreeable not for-profit organization.

Section Eleven: General Provisions

11.1 Order of Precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that Policy JCB shall take precedence over this Contract and any policies of either party and the Application; applicable policies of the District 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.

11.2 Amendments.

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

11.3 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.

11.4 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.

11.5 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.

11.6 No third-party beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

11.7 No waiver.

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

11.8 Notice.

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

11.9 Severability.

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

11.10 Interpretation.

In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and Board of Education policies, procedures, regulations, or other requirements, unless waived, compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable district schools.

11.11 Waiver of Application Deadline.

The parties expressly waive the Charter School application deadline contained in CRS § 22-30.5-107(1)

Exhibit G



**Douglas County
School District**

620 Wilcox Street • Castle Rock, CO 80104
303-387-0100 • 24 hour Security 303-387-9999



Learn today. Lead tomorrow.

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Our Schools

Elementary Schools
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District Information

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Board of Education
Administrative Directory
Calendars and Maps
Boundary Maps

Parents/Students

Parent & Student Central
Parent Portal
Student Records
Bus Route Info
School Menus
Behavior Expectations

Departments

Business Services
Community Relations
Curriculum, Instruction &
Choice Programming
Elementary Education
Human Resources
Information &
Technology
Learning Support
Services
Legal Counsel
Operations
Research & Assessment
Secondary Education
Superintendent

Employment

Current Vacancies
Hiring Central
Admin/Prof/Tech
Licensed
Classified

The Center for Professional Development (CPD)

CPD Main Page
Staff Development

District Initiatives

BOE End Statements
Blueprint for Choice

[DCSD Home Page](#) > [District Information](#) > [School Choice](#) > [Private School Information](#) > [Potential Partner School FAQ](#)

School Choice

FAQ: Potential Partner Schools

Does the Private School Partner need to adjust or modify their current admissions process to participate in the DCSD scholarship program?

It is not our intention in this program to change any school's application process. In fact, we ask that you follow the same process that you currently complete. All admission expectations should be maintained if it is already in place.

Is a valid Colorado Teaching License sufficient for a background check?

We are looking for assurance that the private school partner ensures a background check occurs. The partner school must show evidence that they conduct or verify that a background check has been performed.

There are significant concerns about the school submitting proprietary information. Would summary documents for audited statements suffice?

Audited financial statements would suffice. Other documents may be acceptable. Please refer to page 2 of the application under academic information, specifically numbers 1-5 as alternate criteria.

Can students opt-out of religion classes?

The required opt-out does not include instruction. We recognize that many schools embed religious studies in all areas of the curriculum. Parents need to be informed that this is the practice of the school when they apply. The opt-out applies to religious services. Students may opt-out of participation, but may be required to respectfully attend, if that is the school's policy.

What kind of accreditation documentation do you need?

We will require proof of Accreditation from a national organization. We can work with you individually to confirm your accreditation.

Our enrollment contract with our students requires that the student's family obligate themselves to the full year of tuition. However, multiple references allude to a notion that the student under the DCSD Scholarship Program could leave at any point and leave the school on the hook for the remainder of the tuition.

The DCSD Scholarship program is an agreement with families to support tuition at private schools partners. Support for their tuition will continue so long as the student remains enrolled in a private school partner. Any commitments made between the private school and the family is subject to the terms agreed upon at the time of their enrolment.

The school is part of the parish. Will you need the budget from the parish or just the school?

You only need to submit the budget for the school.

What type of information are you looking for regarding financial policies and insurance policies?

We are looking for information that would show that you are able to sustain your level of service to students and cover liabilities that may be expected in running a school.

Can we combine application information for schools, such as our Learning Disabilities Policies, Accreditation (District) and Admissions?

Choice Scholarship
Program Legal Fund
Planning for Growth
Strategic Plan

Community Interests

DC Educ. Foundation
Facility Use

Staff Links

Staff Central
Knowledge Central
E-Mail
HelpDesk
Infinite Campus

Yes, a global policy from a group of schools is acceptable.

What are you looking for under "actual yearly tuition?" Can we submit to you our tuition and fee structure, with various tuition rates depending on grade, or do you want an average?

We would like to see the complete tuition and fee structure.

Regarding our curriculum, what are you specifically looking for? Objectives, scope and sequence, course maps, text book providers?

An explanation of the curriculum and philosophy used in the school can include a brief narrative description, publishers of texts in core content areas, or information used to educate potential parents looking at applying at the school.

Is the April 15th deadline hard and fast? Should we turn in what we can if we are gathering additional information?

Yes. Please contact us at 303-387-0067 for further assistance.

What about current graduation requirements that include theology classes?

Families must be informed that graduation requirements at private school partners include minimum course selection that include a variety of subject areas. Diplomas at these schools are dependent upon a student's satisfactory participation.

Do you know when you anticipate letting the schools know which families actually received the scholarships?

We hope to notify families the week of May 16th.

Will the information from this application become public knowledge? Who will have access to information provided in the application and supporting documents?

As a public school district, all documentation is subject to public record. Please inform us of any sensitive material prior to partnering. At present, we do not believe that the application requires the inclusion of materials not already shared in your communities.

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Exhibit H



3900 Grace Boulevard
Highlands Ranch
Colorado 80128-7801

PHONE 303-791-5500
FAX 303-683-5252
WEB www.cherryhillchristian.org

FOR CHRIST...

Heart, Soul, Mind, Strength.

Dr. Christian Cutter
Assistant Superintendent of Elementary Education
Mr. Dan McMinimee
Assistant Superintendent of Secondary Education
620 Wilcox Street
Castle Rock, CO 80104

April 15, 2011

Dear Christian and Dan,

It has been a fascinating process to watch the Douglas County Private School Partner program evolve. We have learned a lot about the district and ourselves through the process. We applaud the Douglas County Board of Education for their steadfast commitment to school choice. We believe that more choice will make us all stronger.

Christian and Dan, I thank you both for your time and assistance with our many questions regarding the 2011-12 pilot program. We are encouraged by your responses. My summary of our two-hour interview is that the district wants no control over Cherry Hills Christian or any other partner school. In addition, you do not want us to change who we are or what we stand for; you just want us to apply the same standards to all potential scholarship students as we do to any new applicants.

With that assurance, we have completed the partner school application. For 26 years, Cherry Hills Christian has been committed to Biblical truth. Our mission includes honoring Christ by teaching, encouraging, training and grounding students in God's truth (the Bible) within a dynamic, academic environment. This is likely a different mission from many other schools in Douglas County, and a different choice that can be offered to Douglas County parents.

If our application and Christian approach are acceptable to the district, we look forward to partnering with you in the exciting new venture.

Sincerely,

Robert Bignell
Superintendent
Cherry Hills Christian School

PreSchool | Elementary School | Middle School

Exhibit I

DCSD Choice Scholarship Program Student Application

Please complete one application for each student applying within the family. Contact Tammy Taylor with questions at 303-387-0067 or email tamra.taylor@dcsdk12.org.

* Required

Student Information

Student Last Name: *

Student First Name: *

Student Middle Initial *

Student Date of Birth *

DCSD School Student is Currently Attending *

Academy Charter School

Grade for School Year 2011-2012 *

01

Partner School(s) Applying To: (check all that apply) *

- ☐ Accelerated Schools
- ☐ Ambleside School
- ☐ Aspen Academy
- ☐ Ave Maria Catholic School
- ☐ Beacon Country Day School
- ☐ Castlewood Christian School
- ☐ Cedar Wood Christian Academy
- ☐ Cherry Hills Christian School
- ☐ Christ Our Redeemer Lutheran School
- ☐ Colorado International School
- ☐ Denver Christian Schools - Highlands Ranch Campus, Van Dellen Campus, High School Campus
- ☐ Denver Street School
- ☐ Evangelical Christian Academy
- ☐ Fountain Valley School of Colorado
- ☐ Front Range Christian School
- ☐ Hillel Academy of Denver
- ☐ Humanex Academy
- ☐ Lutheran High School
- ☐ Mackintosh Academy
- ☐ Mullen High School
- ☐ Our Lady of Lourdes Catholic School
- ☐ Regis Jesuit High School
- ☐ Shepherd of the Hills Lutheran

- ☐ Southeast Christian School
- ☐ St. Peter Catholic School
- ☐ St. Pius X Catholic School
- ☐ St. Therese School
- ☐ The Rock Academy
- ☐ Trinity Lutheran School
- ☐ Valor Christian High School
- ☐ Woodlands Academy

Parent Information**Last Name *****First Name *****Middle Initial *****Street Address *****City *****State *****Zip Code *****Home Phone *****Cell Phone *****Work Phone****Email Address****Parent/Guardian Agreement to Eligibility Requirements for Choice Scholarship Participation**

DCSD Choice Scholarship recipients are encouraged to learn about the private School Partner's admission criteria before applying for a DCSD Choice Scholarship. Siblings of DCSD Choice Scholarship participants shall have no priority to receive a DCSD Choice Scholarship.

Please read and check each item below to indicate your understanding and agreement to each Eligibility Requirement. *

- ☐ I am a Douglas County resident.
- ☐ My child's primary residence is within Douglas County.
- ☐ My child currently attends a DCSD school and has been enrolled since August 2010.
- ☐ I understand that I must continuously reside in Douglas County to retain my Choice Scholarship, should I be selected to participate.
- ☐ I understand that the Choice Scholarship can be used for tuition to a Private School Partner only.
- ☐ I will be responsible for any additional fees assessed by the Private School Partner.
- ☐ I recognize that DCSD may use a lottery to select Choice Scholarship recipients should the number of applicants exceed 500.
- ☐ I understand that eligibility for a Choice Scholarship does not guarantee admission to any Private School Partner.
- ☐ I understand that it is my responsibility to complete the application requirements for enrollment at any of the Private School Partners.
- ☐ I understand that Choice Scholarship recipients are eligible for consecutive yearly participation for the duration of the program at any of the Private School Partners.
- ☐ I understand that if a Private School Partner fails to meet the Conditions of Eligibility, the Choice Scholarship students enrolled in that school may transfer their Choice Scholarship to another Private School Partner, pending their ability to enroll.
- ☐ My child will participate in CSAP testing (or other statewide or district assessments) at the time and place designated by DCSD. This testing compliance is mandatory for participation in the Choice Scholarship Program.
- ☒ I understand that DCSD will provide Choice Scholarships in the amount equal to 75% of the per pupil revenue (\$4575 in the 2011-2012 school year) or the actual cost of the Private School Partner's tuition, whichever is less.
- ☐ I understand that the Choice Scholarship will be distributed in four equal payments throughout the year. (Choice Scholarship checks will be made out to the Parent/Guardian of the Choice Scholarship recipient and sent to the Private School Partner that the student chooses to attend. Parents will be required to restrictively endorse the check for the sole use of tuition at the Private School Partner.
- ☐ I understand that DCSD will not create specialized programs in Private School Partners.
- ☐ I understand that participation in the Choice Scholarship Program will be viewed as a voluntary parental placement in the Private School Partner for the purpose of special education services. District-provided services to parentally placed students with disabilities are limited.
- ☐ I understand that continued participation in the Choice Scholarship Program is dependent upon the recipient's conduct regarding Colorado State Statute 22-33-106, Grounds for Expulsion and Denial of Admission.

REQUIRED FOR HIGH SCHOOL ONLY

- ☐ I understand that a current high school student who receives a DCSD Choice Scholarship will have restricted eligibility for the first 50% of the season for the upcoming school year in those sports (sponsored by CHSAA) in which they participated during the current calendar year. Other factors may also influence athletic eligibility.

Electronic Signature of Parent/Guardian *

- ☐ I certify that the above information is true and correct. I understand that DCSD school officials will verify resident and enrollment information provided on this application through Infinite Campus, the DCSD Enrollment Data Base. I understand that upon acceptance into the DCSD Choice Scholarship Program and enrollment into a Partner School, I will be subject to the DCSD Choice Scholarship agreement described in this application.

Submit

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Exhibit J

Lutheran High School - Case for Christian Education

Nurturing Academic Excellence | Encouraging Growth in Christ

[Home](#)

[About LHS Parker](#)

[Prospective Students](#)

[Inside LHS Parker](#)

[Contact Us](#)



Interested in attending the Lutheran High School next year?

[Click here to fill out our contact form](#) or contact:

Ryan Bredow, Admissions Director
at 303-895-9576

Testimonials

I like a lot of things, so many that I can't describe them all in one sentence. I would say that my favorite thing about LHS is the ability to shape my Christian faith with my Christian brothers and sisters.
- Zach Loptien, Class of 2011

LHS - Growing in HIM tours!

Want to become involved with LHS?
Prospective parent or student?
Come and see our school!

2011-2012 Dates Coming Soon!

Call 303-895-9576 to RSVP!

The Case for Christian Education

If you were to list the most important thing that you are looking for in a high school, what would it be? Strong academics? Superior athletic programs? School safety? What is the one non-negotiable characteristic that your high school has to have?

Let's do some simple math. The average high school student attends high school for 180 days for 8 hours a day (we'll throw in an extra hour for athletics or activities.) That's 1440 hours per year. Considering that the average teenager will be awake 3780 hours during the course of a school year, that means that approximately 40% of his/her awake time during a school year will be spent at school. That's a big number.

The decision about Christian education really comes down to this:

Spend that 40% at a school that encourages growth in Christ.
Or
Spend that 40% at a school that wants nothing to do with Jesus Christ and promotes a non-Christian worldview.

The truth is that Christian high schools have the one thing that public schools will never have, and it is the most important educational tool ever - God's Word (the Bible). God's Word is used in Christian high schools for:

1. Salvation - Students will come to know Jesus as their Savior through their Christian high school experience.
2. Training - Students will not only learn daily about God's grace, but also how to defend their Christian faith and what it means to be a Christian in today's world.
3. Magnifying God's glory - students will learn about how great God really is.

At Lutheran High School, God's Word is found in the following places:

- Theology classes
- Chapel three times a week
- Regular academic classes
- Athletic and activity team devotions
- Small group Bible studies
- In the advice of teachers and staff
- All aspects of our operation

Current scientific research tells us that a teenager's brain is not fully developed. An undeveloped frontal lobe explains certain teenage behavior: recklessness, emotional outbursts, poor decision making, etc. What this means for you is that high school plays a pivotal role in the development of the brain. High School will have an effect on how the brain is hard-wired. The decision on whether or not to attend a Christian high school is really the choice between developing with Jesus Christ and developing without Him. Imagine for a moment...how different might your child's life be if they develop without Christ at the center of their hearts and minds.

Now go back and look at what you think is the most important characteristic of the high school that you will choose. Is anything more important than developing with Christ?

Exhibit K

Third Grade Curriculum
Cherry Hills Christian Elementary
 Revised August 2010

Subject	Publisher/Resource	Curriculum
Reading	Macmillan/McGraw-Hill Literature Novels	Comprehension Skills and Strategies Decoding, word recognition, phonic skills Vocabulary skills Responding to text, group discussions Outside reading/reading records Novels and literature groups Summarizing, Review Text Compare/contrast Recognizing story elements Book reports and projects
Writing	Writing Alive	Grammar Research Skills Two column notes Spelling in writing Expository and Creative Writing Journal entries Revising, Editing, Dictionary Skills Letter writing D'Nealian cursive handwriting Paragraph writing Poetry
Spelling	Macmillan/McGraw-Hill	Weekly tests Spelling skills and strategies Spelling writing Building vocabulary
Bible	Positive Action For Christ Second Step	Bible-Manual For Spiritual Growth Life of Abraham Life of Jacob Life of Joseph The Life of Daniel Missions Scripture Memorization Empathy Training Conflict Resolution

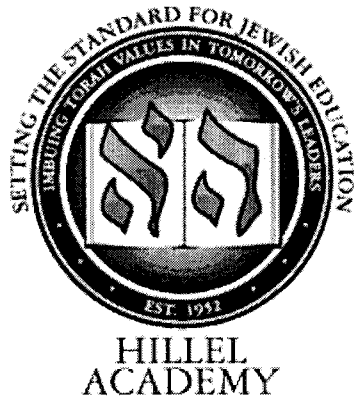
Fourth Grade Curriculum
Cherry Hills Christian Elementary
 Revised August 2010

Subject	Publisher/Resource	Curriculum
Writing	Writing Alive MacMillan-McGraw Hill	Writing Alive employs researched learning studies and best educational practices in: *daily writing *the teaching of parts and the practice of the whole *graphic organizers and planners *verbal rehearsal *direct instruction and scaffolding *multi sensory instruction mnemonic devices *critical thinking and speaking skills *the importance of student ownership in leaning *literature as models *daily practice of grammar *strengthening word choice
Reading	MacMillan-McGraw Hill Novel Sets SRA Reading	Comprehension strategies Making inferences/predicting/Fact-opinion Compare and contrast/sequence/cause & effect Comprehension skills Base words/using context/syllables Word attack skills Vocabulary development Independent reading Literature Novels in various genres
Spelling	Houghton Mifflin	Weekly tests (Basic and Challenge) Vowel sounds/Homophones/Compound Words Special word endings/vowel-consonant patterns Unusual spellings
Bible	Positive Action for Christ Second Step	Building Life Castles New Testament Study Study of Jesus Christ Miracles, Parables Paul's Missionary Journey Memory verses to coordinate with lessons Empathy Training Conflict Resolution

Fifth Grade Curriculum
Cherry Hills Christian Elementary
Revised August 2010

Subject	Publisher/Resource	Curriculum
Independent Writing	Writing Alive	Two-column notes Expository - compare/contrast, persuasive Narrative - personal narrative, letter writing Descriptive Summaries Report Writing Journaling
Grammar & Writing	Writing Alive MacMillan-McGraw Hill	Prepositions, Verbs, Nouns, Pronouns Interjections, Conjunctions Adjectives, Adverbs, Pronouns Types of Sentences Punctuation Capitalization, Letters Listening/Speaking Skills Study Skills
Reading	MacMillan-McGraw Hill	Comprehension Skills and Strategies Vocabulary Context Clues Self-selected Reading Select Trade Books
Spelling	Houghton Mifflin	Spelling-Meaning Connection Spelling patterns and phonics Proofreading and Writing Expanding Vocabulary Real-World Connection
Bible	Positive Action for Christ Second Step	Old Testament History Lives of the Patriarchs Moses, Joshua, Judges Major and Minor Prophets King David King Solomon Empathy Training Conflict Resolution

Exhibit L

[ABOUT US](#)[WHY HILLEL?](#)[CURRICULUM](#)[APPLICATIONS](#)[CALENDAR](#)[Early Learning Center](#)[Judaic Studies](#)[General Studies](#)

JUDAIC STUDIES

Instruction is by experienced rabbis and teachers with lifelong experience in the field of learning, transmitting, and living with Judaism's teachings.



The Judaic studies program is skills-based, providing students the tools needed to understand and become independent learners.

Through continuous curriculum review, we provide a broad and well-rounded curricular experience, made relevant to daily living

Our graduating students are extremely well prepared to advance to mainstream yeshivos and high schools.

Meaningful extra-curricular programs are provided during vacations, after school, etc, to enhance the students' appreciation of Judaism.



Hillel Academy of Denver © 2008 | [Contact Us](#) | [Non-Discrimination Policy](#)

Exhibit M

DOUGLAS COUNTY SCHOOL DISTRICT CHOICE SCHOLARSHIP PROGRAM
PRIVATE SCHOOL PARTNER PARTICIPATION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, between the Douglas County School District, RE-1, ("District") and _____, ("Private School"), collectively referred to as the "Parties".

WHEREAS, the District Douglas County School District seeks to expand its education system that maximizes choice, celebrates freedom, improves quality through competition, promotes excellence, and recognizes that the interests of students and parents are paramount, and

WHEREAS, the District has established the pilot Choice Scholarship Program ("CSP") for students to attend a participating private school of their choice, and

WHEREAS, the District has established criteria for Private Schools to comply with the terms of the CSP, and applicable State and Federal law, and

WHEREAS, the Private School has submitted an Application and wishes to participate as a Private School eligible to receive student-directed CSP scholarship funds, and

NOW THEREFORE, in consideration of the foregoing, the promises in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

A. DEFINITIONS.

1. "Board of Education" or "Board" means the Board of Education for Douglas County School District Re-1.
2. "Conditions of Eligibility" means the standards required of Private School Partners as set forth by Board Policy JCB (Exhibit A).
3. "Application" means the Application submitted by the Private School to the District to participate in the Choice Scholarship Program.
4. "District" or "DCSD" means Douglas County School District Re-1.
5. "Choice Scholarship" is a check, payable by the District to the parent of a Choice Scholarship student, which can be for the sole purpose of paying the tuition at The Private School.
6. "Choice Scholarship Program" means the District's educational program described in DCSD Board Policy JCB (Exhibit A).
7. "Choice Scholarship Office" is that part of District administration charged with administering the Choice Scholarship. It shall also include any successor entity to which the District may officially contract or delegate the administration of the Choice Scholarship Program.

8. "Choice Scholarship Student" means a child of school age who has met the District's criteria and participates in the Choice Scholarship Program by enrolling at the Private School.
9. "Parent" means a student's parent(s) or legal guardian(s).

B. TERM AND TERMINATION

1. The term of this Agreement shall begin upon execution, and shall end on June 30, 2012.
2. The Board of Education may act to renew this Agreement for additional renewal terms. Unless renewed, participation in the Choice Scholarship Program shall automatically expire at the end of the term.
3. This Agreement may be terminated before its expiration if:
 - a. both Parties agree in writing to the termination; or
 - b. The District, through the Choice Scholarship Office, determines, in its sole reasonable discretion, that the Private School has violated a material provision this Agreement, including failing to satisfy any of the Conditions of Eligibility.
4. It is understood that funding for the Choice Scholarships provided to students by the District are provided by the Colorado Department of Education through its funded pupil count, and if such funds are not made available to the District by the State, this Agreement shall be terminated. In this event, the Private School agrees not to assert any claims against the District or any Choice Scholarship Student or his/her parent.

C. CHOICE SCHOLARSHIP ADMINISTRATION

1. The Private School shall require that the Choice Scholarship Check be restrictively endorsed by the parent to the Private School for the purpose of payment of tuition for the Choice Scholarship Student to attend the Private School.
2. Pro rata sharing of funds. The Private School is entitled to receive Choice Scholarship funds due to the parent's choice of that school only for that period when a Choice Scholarship student is actually enrolled and receiving educational services from the Private School. If the Choice Scholarship Student disenrolls from the Private School after the quarterly payment of the Choice Scholarship has been endorsed by the parent to the Private School, the Private School shall retain only that portion of the funds on a *pro rata* basis for the period during which the Choice Scholarship student actually attended. The Private School shall repay to the District any remaining balance within 45 days of the disenrollment of the Choice Scholarship Student from the Private School.

D. CONDITIONS OF CONTINUING ELIGIBILITY

The Private School has submitted an Application addressing each of the Conditions of Eligibility for Private School participation in the CSP. The Private School agrees that if any of the facts, policies, conditions or other information contained in the Application change, it shall promptly notify the Choice Scholarship Office of such changes. The Parties agree that this Agreement, and any renewal, is expressly conditioned on the Private School continuing to comply with the Conditions of Eligibility. The purpose of these Conditions of Eligibility are not for the District to

interfere with the business operations of the Private School, but to verify that the Private School will continue to provide a safe, stable environment in which the Private School can fulfill its obligations to educate the District's Choice Scholarship Students. These conditions include, but are not limited to:

1. **Quality Educational Program.** The Private School shall demonstrate that its educational program produces student achievement and growth results for Choice Scholarship Students at least as strong as what District neighborhood and charter schools produce. Evaluation of the Private School shall examine the educational program over time and by many academic measures.
2. **Financial Stability.** The Private School shall demonstrate the financial ability to continue to serve Choice Scholarship Students through the documents referenced in the Application.
3. **Safety.** The Private School shall comply with applicable building codes and maintain a safe school plan consistent with Colo. Rev. Stat. § 22-32-109.1(2)(a). The Private School shall maintain for review by the Choice Scholarship Office upon reasonable request a description, map and copies of any lease or ownership documents of the buildings(s) and land used for school purposes.
4. **Employees.** The Private School shall maintain for review by the Choice Scholarship Office upon reasonable request a copy of its employment policies; a sample copy of its teacher/administrator contract(s), if any; a list of its teachers/administrators, including their qualifications for the positions they hold; job descriptions for all positions; evidence of background checks on all teachers/administrators; and sample application materials used for hiring employees. The Private School shall maintain sound employment policies, including conducting thorough criminal background checks to ensure school employees are safe to work with children.
5. **Student assessments.** The Private School shall maintain for review by the Choice Scholarship Office upon reasonable request a description of how it assesses student performance.
6. **Enrollment.** The Private School shall maintain for review by the Choice Scholarship Office upon reasonable request its enrollment policies, including any enrollment agreement the school requires students or parents sign.
7. **Student conduct and discipline policies.** The Private School shall maintain for review by the Choice Scholarship Office upon reasonable request a copy of its policies on student conduct and discipline, including its policies on suspension and expulsion. The Private School's policies and procedures on discipline, suspension, and expulsion need not replicate the requirements for a traditional District school (*cf.* Colo. Rev. Stat. §§ 22-33-105 & -106), but they shall provide for an environment where *all* students can gain the benefit of the school's educational program without harassment, disruption, or bullying.
8. **Governance and operations.** The Private School shall maintain for review by the Choice Scholarship Office upon reasonable request a description of its governance and operations, including identifying the members of its governing board and its senior administration.

9. School information. The Private School shall maintain for review by the Choice Scholarship Office upon reasonable request a description of the school's mission, educational goals, history, organizational structure, curriculum, and educational philosophy as well as provide information to calculate the actual tuition cost per pupil. The Private School shall describe how the school serves the educational needs of exceptional children, as defined by Colo. Rev. Stat. § 22-20-103(12). The Choice Scholarship Office may prescribe the format in which this information is provided.
10. Opt Out of Religious Services. A religious Private School shall provide Choice Scholarship parents with a description of any religious services in which its students participate and shall provide parents the option of having their child receive a waiver from participation in any otherwise required religious services at the Private School. A copy of any waiver signed by the parents shall be maintained by the Private School for inspection by the Choice Scholarship Office upon reasonable request.

E. INFORMATION REPORTED TO THE DISTRICT

The Private School shall regularly provide to the District the information necessary to comply with reporting requirements under the NCLB Act, the School Finance Act of 1994 (Colo. Rev. Stat. § 22-54-101 *et seq.*), and for the District to report on school performance (Colo. Rev. Stat. § 22-11-503), including but not limited to, the qualifications of the Private School's instructional staff, the number of school hours of teacher-pupil instruction offered by the Private School, school bell schedules, student enrollment, daily student attendance, student class schedules (for each secondary student), student performance, student discipline, and financial statements. Exhibit B is the schedule for providing information to the District. The District reserves the right to make additional reasonable requests for information as necessary.

F. QUALIFICATIONS OF INSTRUCTIONAL STAFF

The Private School understands that Choice Scholarship Students are public school students and are, therefore, required to be taught in core subjects by personnel that are "Highly Qualified" as that term is defined in 20 U.S.C. § 7801(23). The Private School shall place Choice Scholarship Students in classrooms where the instructors are Highly Qualified.

G. CHOICE SCHOLARSHIP STUDENT RECORDS AND SCHOOL VISITS

1. The Private School agrees to make the academic and discipline records of Choice Scholarship Students available for inspection to appropriate District personnel. The Parties agree that appropriate personnel at the Private School and the District have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act.
2. The Private School further agrees to make available to appropriate District personnel the financial records of Choice Scholarship Students so that the District can establish to its satisfaction that Choice Scholarship Funds have been properly applied to the Private School tuition.
3. The Private School shall provide access to the classrooms of such students to the Choice Scholarship Office upon reasonable notice and request.

H. NONDISCRIMINATION

The Private School shall not discriminate in its enrollment or employment decisions on any basis protected under applicable federal or state law, except that religious Private Schools may make employment and enrollment decisions based upon religious beliefs, so long as such employment and enrollment decisions are not otherwise prohibited by laws applicable to the Private School.

I. COMPLIANCE WITH LAWS

The Private School shall comply with all Federal and State laws and local ordinances to which it is ordinarily subject independent of this Agreement.

J. STUDENTS

1. The Private School shall apply its admission requirements and student discipline policies to Choice Scholarship students in the same manner as it does with non-Choice Scholarship students.
2. The Parties agree to grant credit for course work completed by students transferring to and from the District and Private Schools. The amount of credit granted shall be solely determined by the Party to which the student is transferring.
3. The Private School shall evaluate the school work of each enrolled Choice Scholarship Student in the same manner in which it evaluates its other students.
4. The Private School shall release, without academic or other penalty, each Choice Scholarship Student for any and all District and State assessments deemed necessary in the District's sole discretion. The Choice Scholarship Office shall provide a schedule of such assessments to the Private School at the beginning of each school year.
5. The Private School shall provide services and accommodations to Choice Scholarship Students with disabilities to the same extent that it does to its other enrolled students with disabilities.

K. INSURANCE, LEGAL LIABILITIES, AND INDEMNIFICATION

1. The Private School shall maintain adequate insurance or other evidence of security necessary to cover liabilities usual and customary with the operation of a school, including, but not limited to, property, general liability, motor vehicle insurance, etc. The purpose of this provision is not to interfere with the business operations of the Private School, but verify that the Private School will be able to continue to provide a safe, stable environment in which the Private School can fulfill its obligations to educate the District's Choice Scholarship Students.
2. In no event will the District, Board Members, District officers, employees or agents be responsible or liable for the debts, acts, or omissions of the Private School, its officers, employees or agents.
3. With the exception of an action brought regarding the constitutionality of the Choice Scholarship Program itself, the Private School agrees to indemnify and hold the District, its Board Members, officer, employees, and agents harmless from all liability, claims (including attorneys fees and costs) and demands arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the Private School's operation or conduct of any of the School's employees, agents or representatives.

4. The District does not waive its rights under the Doctrine of Sovereign Immunity, the Colorado Governmental Immunity Act, or any other applicable law

L. PURCHASING SERVICES

The Private School may elect to purchase services from the District by separate contract. The District shall provide those services to the Private School under the same terms, including at the same cost, as those services are provided to other District schools. Except as may be provided in such separate contract, nothing in this contract shall be construed to entitle the Private School to use or access to District services, supplies or facilities.

M. GENERAL TERMS

1. Assignment.
 - a. The duties, powers and obligations of the District and/or of the Choice Scholarship Office under this Agreement and Board Policy JCB may be assigned or delegated by the District. In the event of such delegation the District shall provide prompt written notice to the Private School of the contact information for the responsible entity.
 - b. Due to the nature of the services provided to students by the Private School and the District's determination that the Private School qualifies to provide those services under the CSP, the Private School shall not assign any rights, benefits or obligations under this Contract without the written consent of the District.
2. Separate Entities
 - a. Nothing in this Agreement shall be construed as making any employees or agents of the Private School the employees or agents of the District.
 - b. Any debt or financial obligations of the Private School shall not constitute debt or financial obligations of the District unless the District specifically assumes such obligations in writing.
3. Amendments. No amendment to this Agreement will be valid unless executed in writing by authorized representatives of the Parties.
4. Merger. This Agreement contains all terms, conditions and understandings of the Parties relating to its subject matter. All prior representations, understandings and discussions are merged herein and superseded by this Contract.
5. No Waiver. The Parties agree that no assent, express or implied, to any breach by either of them of any one of the provision of this Agreement shall constitute a waiver of any other breach.
6. No Third Party Beneficiary. This Agreement shall not create any rights in third parties who have not entered into this Agreement, nor shall any third party be entitled to enforce any rights or obligations possessed by either Party.
7. Governing Law and Enforceability. This Agreement will be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision or application of this Agreement is found contrary to law, such provision or application will be effective only to the extent permitted by law. Either party may revoke this Agreement

if a material, provision is declared unlawful or unenforceable by a court of competent jurisdiction and the Parties do not successfully negotiate a replacement provision. The Parties agree, upon request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

8. Conflict. If the terms of this Agreement conflict with the terms of any Exhibit, the terms of this Contract shall control.
9. Force Majeure. If any circumstance should occur that is beyond the control of a party or that delays or renders impossible performance as to the obligations of such party, the obligation shall be postponed for as long as the circumstance lasts, or if the circumstance renders performance impossible, the obligation shall be cancelled.
10. Counterparts. This Agreement may be signed in counterparts that together shall constitute the signed original Agreement.
11. Notices. Any notice, demand or request from one party to another shall be deemed to have been sufficiently given if provided to the other party at the following addresses:

To the District:

To the Private School:

In Witness Whereof, the Parties have executed this Agreement to be effective as of the date first written above.

For the Douglas County School District:

By: _____
Title: _____
Date: _____

For the Private School:

By: _____
Title: _____
Date: _____

**EXHIBIT A
(POLICY JCB)**

http://www.dcsdk12.org/portal/page/portal/DCSD/Board_of_Education/Board_of_Education_Superintendent_Policies/J-Students/Board_File_JCB_Choice_Scholarship_FINAL.pdf

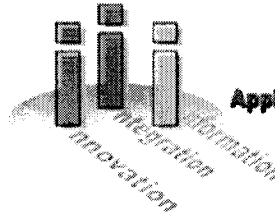
EXHIBIT B
INFORMATION TO BE PROVIDED BY PRIVATE SCHOOL

- A school year calendar for each school. (reported within 30 days prior to the start of school)
- Bell schedules for each school. (reported within 30 days start of school)
- Student schedules for *each* secondary Choice Scholarship Student. (reported within 30 days of the start of each semester/trimester)
- Daily attendance of Choice Scholarship Students (reported monthly)

Exhibit N

(APEX_PUBLIC_USER)

Job Opportunities



Built by DCSD
Application Development Team

[Back to DCSD Home Page](#)

[Current DCSD Vacancies](#)

[Licensed Middle School Positions](#)

[Open Position](#)

Licensed Middle School Open Position

[Learn how to apply](#)

[Log into the online applicant system and apply for this position](#)

School: Rocky Heights Middle School

Job Name: RHMS 1.0 FTE Sixth Grade Teacher

School Type: Middle

Posting Number: L7/1-3

Closing Date: 11-JUL-2011 12:00 PM (noon)

Effective Date: 01-AUG-2011

Candidates endorsed in the above area or having 24 semester hours in the above content area required. Knowledge of Everyday Math and Balanced Literacy preferred; the ability to differentiate instruction to meet the needs of students is essential. This position will teach 6th Grade Math & Science on a two person team. All applicants and District Transfers need to apply online. The online application is located on the District web site under Current Vacancies. For questions regarding the position, please see contact information listed below. Conventional Calendar.

Job Description and Requirements:

Contact: Deb.Luchsinger@dcsdk12.org

Douglas County School District is an equal opportunity education institution and does not unlawfully discriminate on the basis of race, color, national origin, sex, or disability in admission or access to, or treatment or employment in, its educational programs or activities. Inquiries concerning Title VI, Title IX, Section 504 and ADA may be referred to Bill Hodges, Assistant Superintendent, Human Resources, 620 Wilcox St., Castle Rock, CO 80104, 303-387-0100, or to the Office for Civil Rights, U.S. Department of Education, Region VIII, Federal Office Building, 1244 North Speer Blvd., Suite 310, Denver, Colorado 80204, (303) 8442991

Version 2.1

Exhibit O



Scholarship Program Update

Partner Schools

33 applications received

19 schools have met conditions of eligibility

Remaining applications "in progress"

Partner School Acceptance/Enrollment Verified

Beacon Country Day School	1
Cherry Hills	7
Front Range Christian Academy	1
Lutheran High School	3
MacIntosh	1
Our Lady of Lourdes	1
Regis	22
Shepherd of the Hills	1
Southeast Christian	5
Trinity Lutheran	6
Valor	45
Woodlands Academy	1

total 94

Participating Families

497 scholarships given (19 have declined)

22 available scholarships

2nd enrollment window (56 applications)

Grade Entering

2	3	4	5	6	7	8	9	10	11
45	55	49	32	37	32	26	120	16	11

TOTAL: 478

Other Data	
MALE	223
FEMALE	255
Free Lunch	3%
Reduced	8%

Accountability

Academic progress, student/family satisfaction

Working with a university (to collect data, interpret results)

Oversight

Manage student caseload (specific needs, attendance, interim data points, bell schedule, staff credentials)

Manage partnerships

Develop support strategies for DC schools

Exhibit P

VALOR

CHRISTIAN HIGH SCHOOL

INFLUENCE THROUGH EXCELLENCE

VALOR CULTURE DOCUMENT

PREPARING TOMORROW'S LEADERS TO TRANSFORM THE WORLD FOR CHRIST

WWW.VALORCHRISTIAN.COM

3775 GRACE BOULEVARD • HIGHLANDS RANCH, COLORADO 80126

Stay away from a foolish man, for you will not find knowledge on his lips. The wisdom of the prudent is to give thought to their ways, but the folly of fools is deception. Proverbs 14:7-8

Anonymous Communication

Anonymity conflicts with our culture, demonstrates a lack of commitment and breaks down trust. If you have an idea, issue, criticism, or something important to discuss, rest assured that it will be addressed confidentially and appropriately. We encourage you to stand up for your convictions and express them with full disclosure. Anonymous communications will simply be ignored.

Simply let your 'Yes' be 'Yes,' and your 'No,' 'No'; anything beyond this comes from the evil one. Matthew 5:37

Cultural Corruption

Experience shows that the greatest risk/damage to our culture will not come from circumstances or incidents but will come from people – those who express commitment to our culture but were never aligned; and those whose alignment has changed over time. It is everyone's responsibility to spot these inconsistencies and encourage alignment.

Finally, brothers, whatever is true, whatever is noble, whatever is right, whatever is pure, whatever is lovely, whatever is admirable-- if anything is excellent or praiseworthy-- think about such things. Whatever you have learned or received or heard from me, or seen in me-- put it into practice. And the God of peace will be with you. Philippians 4:8-9

Culture Characteristics and Attributes of our Leadership, Faculty and Staff

Our faculty and staff share a most common and rare attribute in comparison to most other schools – 100% of our team are committed followers of Jesus Christ! This is the essential ingredient, the *sine quo non* – there is no Christian school without a Christian faculty/staff team. Because you are a follower of Christ and we base our school and our culture on God's word, we can also claim and expect the following attributes from our leadership, faculty and staff.

Culture Characteristics

Above All – Model Jesus

The most important thing for EVERY individual on Valor's team is to model the character of Jesus Christ with an investment in an increasing and vibrant personal relationship with Jesus. While we encourage you to model all attributes of Jesus, pay special attention and model those essentials of service to others, dying to self, forgiveness, humility, grace and mercy.

Our leaders have a specific obligation to model Jesus because they are role models for their staff and are examples for their colleagues. As a leader, when you model the character of Jesus, you show alignment with our vision, mission and values. Above all, you set a good example for your peers.

Be imitators of God, therefore, as dearly loved children and live a life of love, just as Christ loved us and gave himself up for us as a fragrant offering and sacrifice to God. Ephesians 5:1, 2

Integrate Your Faith with Your Instruction and Your Interactions

Just as your faith is central to your life, it should also be central to your daily instruction and your interactions with students, their parents and your co-workers. All truth is God's truth and so we need to find and communicate his order, his character, his creativity and his purposes in all we teach. God gave the command to parents in Deuteronomy 6 that their instruction of their children in Godly ways was to be an ever-present lifestyle. Your faith should also be an ever-present part of your lifestyle and so it should permeate your interactions each day.

My purpose is that they may be encouraged in heart and united in love, so that they may have the full riches of complete understanding, in order that they may know the mystery of God, namely Christ, in whom are hidden all the treasures of wisdom and knowledge. Colossians 2:2- 3

Appendix A

Valor Statement of Faith

God: We believe that there is one true God. He is the Creator (Gen 1:1). He is Sovereign (Ps 135:6, Dan 4:34-35). He is the Lord who sustains, rules, and by grace, redeems (Ps. 54:4, Ps 103:19, Ps 34:22). We believe that God eternally exists in three persons: Father, Son, and Holy Spirit (Matt 28:19, Luke 3:22). We believe that God is love (1 John 4:8) and that He is passionate about His relationship with people (Ex 34:14).

Jesus Christ: We believe that Jesus Christ is the Son of God. He became flesh (John 1:14); born of a virgin (Matt 1:23) and conceived by the Holy Spirit (Luke 1:31,35). He lived a life on earth holy and perfect, without sin (1 Peter 2:22). He died a sacrificial death on a cross for our sins (2 Cor. 5:21). On the third day, by the power of God, He rose from the dead (Luke 24:39, 1 Cor. 6:14). He ascended into heaven and is seated at the right hand of God (Acts 2:33).

Holy Spirit: We believe the Holy Spirit continues the work of spiritual growth begun at the time of salvation. The Holy Spirit dwells within our hearts (Rom 8:25) and produces in us the fruit of love, joy, peace, patience, kindness, goodness, faithfulness, gentleness, and self-control (Gal 5:22-23).

The Bible: We believe the Bible is the inspired, infallible and inerrant Word of God. The Bible is profitable for teaching, for reproof, for correction and for training in righteousness (2 Tim 3:15-17).

Salvation: We believe that salvation is by God's grace alone through faith in Jesus Christ (Eph 2:8). We believe that whoever will call on the name of the Lord will be saved (Rom 10:13).

Prayer: We believe that prayer is an intimate (Matt 6:6) and essential part of a person's growing and maturing relationship with Christ (James 5:16b).

Servant Leaders: We believe that as followers of Jesus Christ we are called to serve God through serving others. We believe that whoever wishes to become great among men shall be a servant of men (Matt 20:26) and that we should model our lives after the life of Christ, in that the Son of Man did not come to be served, but to serve (Matt 20:28).

Heaven: We believe that heaven is the everlasting reward and eternal home for all believers. We believe that every person has a choice to accept Christ and spend eternity with Him in heaven, or to reject Him and spend eternity apart from Him. "Therefore, my dear brothers, stand firm. Let nothing move you. Always give yourselves fully to the work of the Lord, because you know that your labor in the Lord is not in vain." (1 Cor. 15:58).

Exhibit Q

Tuition and Fees

Tuition for the 2010–2011 Academic Year is \$13,350. Tuition for the 2011-2012 Academic Year is T.B.D.

Additional fees are required for participation fees for athletics and selected art classes to help defray the cost of materials and student deliverables. Fees for 2010–2011 are paid at the beginning of each sports season or semester. Typically, participation fees average \$250 per sport (except Golf and Hockey) and \$135 per class.

All Valor students are required to purchase and supply their own textbooks. Valor has a partnership with a textbook supplier that provides both new and used texts and also offers buy-back services at the end of each semester. Typically, book fees will run \$400-\$600 per year depending on a student's class selection.

Tuition Payment Options

One Payment	Single annual payment due June 5
Two Payments*	Semi-annual payments due June 5 and December 5
Ten Payments*	Ten monthly automatic drafts, June through March

***Tuition Refund Plan**

Families choosing the semi-annual or monthly payments are required to participate in this program at the additional cost of approximately \$345 per year. If your student withdraws from Valor, the Tuition Refund Plan will pay benefits (subject to its terms, conditions and limitations and based on the amount insured) directly to the school in order to assist the family in meeting their financial obligation.

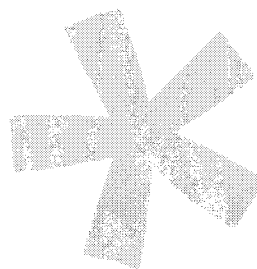


Exhibit R

**Tuition Payment Agreement for a SENIOR (Class of 2012)
For the 2011-2012 School Year**

Student's Name: _____ Gender _____

Person(s) Responsible for Paying Tuition: _____

Billing Address: _____ (Street)

_____ (City, State, Zip)

Cell Phone: Payer _____

Tuition for the 2011-2012 School Year is..... **\$11,225**
Add: Senior Graduation Fee of **250**
Less: Your credit for the non-refundable deposit due with this form..... **- 250**
Your balance due is payable via the payment plan selected below..... **\$11,225**

Please select the tuition payment plan which you will use. (Amounts will be adjusted for any financial aid or scholarships awarded) If no plan is marked, you will be billed under the One-Payment plan.

1. _____ **ONE PAYMENT** of **\$11,225** to be made on or before August 1, 2011 directly to Regis Jesuit High School. The Business Office will bill you in July.

2. _____ **TWO PAYMENTS** of **\$5,612.50** each, to be made on or before August 1, 2011 and January 1, 2012 directly to Regis Jesuit High School. The Business Office will bill you in July and December.

3. _____ **TEN PAYMENTS** of **\$1,122.50** each, using the FACTS Tuition Payment Plan. *If this student is already on FACTS and your personal & banking data have not changed, **initial here** and you will be re-enrolled automatically. If this will be a new FACTS account, (or if your pertinent data have changed) call Sandra Ferraro in the Business Office at 303-269-8059.* FACTS will draw **\$1,122.50** from your checking or savings account on your choice of either the 5th or the 20th of the months of August 2011 through May 2012. FACTS will charge you a \$38 annual fee for your first student's agreement, and \$19 for your second student's agreement. You will not receive bills from Regis Jesuit. Download the Peace of Mind Tuition Protection Plan for your consideration and/or enrollment.

Regis Jesuit does not accept credit card or debit card tuition payments.

**REGIS JESUIT WILL ASSESS A LATE PAYMENT FEE OF \$40 PER MONTH
WHEN FINANCIAL OBLIGATIONS ARE NOT MET UNDER THIS AGREEMENT**

LEAVING: A student who leaves for any reason prior to October 15 in the first semester, or February 15 in the second semester, is charged one-half of the semester's tuition. A student who leaves for any reason on or after October 15 or February 15 is charged the full semester's tuition. The student's tuition and fee accounts must be cleared before transcripts or records will be forwarded.

**THE PARENT/GUARDIAN SIGNATURES BELOW INDICATE THAT I (WE) UNDERSTAND
AND AGREE TO THE TERMS OF THE TUITION PAYMENT AGREEMENT STATED ABOVE.**

X _____ (Signature) _____ (Date)

X _____ (Signature) _____ (Date)

**REGISTRATION WILL NOT BE PROCESSED WITHOUT THIS COMPLETED AND SIGNED
TUITION PAYMENT AGREEMENT AND DEPOSIT CHECK.**

Exhibit S

1 DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO
Case No. 2005CV4794, Division 9

2

3 30(b)(6) DEPOSITION OF
BONNIE BETZ
4 May 16, 2011

5 ANTHONY LOBATO, et al.,
6 Plaintiffs,
7 and
8 ARMANDINA ORTEGA, et al.,
9 Plaintiff-Intervenors,
10 v.
11 THE STATE OF COLORADO, et al.,
12 Defendants.
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15 PURSUANT TO NOTICE, the deposition of
16 BONNIE BETZ was taken on behalf of the Plaintiffs at
620 Wilcox Street, Castle Rock, Colorado 80104, on
17 May 16, 2011, at 1:10 p.m., before Teresa L. Coogle,
Registered Professional Reporter, Certified Realtime
18 Reporter, and Notary Public within Colorado.
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A P P E A R A N C E S

3

For the Plaintiffs: TERRY R. MILLER, ESQ.
Davis Graham & Stubbs, LLP
1550 17th Street, Suite 500
Denver, Colorado 80203-4532

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For the Defendants: JONATHAN P. FERRO, ESQ.
Office of the Colorado
Attorney General
1525 Sherman Street
7th Floor
Denver, Colorado 80203

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For the Plaintiff-
Intervenors: MARISA BONO, ESQ.
Mexican American Legal Defense
and Education Fund (MALDEF)
110 Broadway
Suite 300
San Antonio, Texas 78205

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For the Deponent: ROBERT ROSS, ESQ.
Douglas County School District
620 Wilcox Street
Castle Rock, Colorado 80104

1 WHEREUPON, the following proceedings were
2 taken pursuant to the Colorado Rules of Civil
3 Procedure.

4 * * * * *

5 BONNIE BETZ,
6 having been first duly sworn to state the whole truth,
7 testified as follows:

08:43:26 8 EXAMINATION

08:43:26 9 BY MR. MILLER:

13:10:48 10 Q. Okay. Good afternoon, Ms. Betz. Would
13:34:33 11 you mind stating and spelling your name for the
13:34:35 12 record.

13:34:35 13 A. Okay. Bonnie Betz, B, as in boy, e-t-z.

13:34:39 14 Q. Okay. My name is Terry Miller. I
13:34:50 15 represent the plaintiffs in this Lobato v. state
13:34:52 16 lawsuit. The plaintiffs' group consists of school
13:34:57 17 districts and a set of individuals.

13:34:59 18 Ms. Bono is sitting to my right. She is
13:35:02 19 the attorney for the plaintiff-intervenors in this
13:35:05 20 lawsuit. And I'm sure she'll take a chance to
13:35:10 21 introduce herself later. Generally, we represent two
13:35:12 22 different sets of individuals. And I represent a
13:35:15 23 school district as well. Just to give you some
13:35:18 24 background, would you just start by letting me know if
13:35:21 25 you have been deposed before?

13:51:03 1 school-level budget expenditures from 2005 to present.

13:51:09 2 Are you prepared to discuss that topic on
13:51:11 3 behalf of Douglas County today?

13:51:13 4 A. I have a cursory understanding of the
13:51:19 5 expenditures and budgets prior to '09-'10.

13:51:23 6 Q. Okay.

13:51:25 7 A. But I'm fairly familiar with the
13:51:26 8 expenditures of '09-'10 as well as the current year
13:51:33 9 2011 and the development of the '11-'12 budget.

13:51:36 10 Q. '09-'10 do you mean the year of or
13:51:43 11 September?

13:51:44 12 A. I mean the year.

13:51:46 13 Q. Because --

13:51:46 14 A. In September -- I started in September of
13:51:49 15 2010, but I was responsible for the contents of the
13:51:51 16 annual financial report for the fiscal year 2009-2010.
13:51:55 17 So I was very involved in that providing me with the
13:51:58 18 information that would be relevant to that No. 5.

13:52:05 19 Q. Okay. And the next topic listed there,
13:52:06 20 No. 6, is documents related to Douglas County's
13:52:12 21 efforts to reduce its budget or expenditures from 2005
13:52:15 22 to present.

13:52:16 23 A. And the same comment regarding -- I know
13:52:18 24 where to find all of the documents from 2005 through
13:52:24 25 2009, but I have a more -- more familiarity, I guess,

13:52:29 1 with '09-'10, '10-'11, and 11-12.

13:52:36 2 Q. And the next topic is No. 7, requirements
13:52:38 3 of state and federal education or regulations that
13:52:42 4 Douglas County is subject to, including the cost of
13:52:45 5 compliance.

13:52:45 6 A. I'm prepared to respond to that.

13:52:47 7 Q. Okay. And did you do anything in
13:52:53 8 particular to be prepared to respond to that?

13:52:56 9 A. No. Just the -- my prior background.
13:53:01 10 Even though state funding is different here in
13:53:03 11 Colorado than Arizona, the federal requirements are
13:53:05 12 all of the time; so I can talk to that.

13:53:08 13 Q. Okay. So if there was -- at least on the
13:53:14 14 federal level, there was overlap between the work you
13:53:17 15 did in Arizona and the work you do today?

13:53:20 16 A. Absolutely. And actually the state
13:53:21 17 funding formulas are very similar.

13:53:33 18 Q. Okay. Last topic there is No. 8. It's
13:53:36 19 programs, services, or staffing levels, if any, that
13:53:39 20 Douglas County would provide or implement if state
13:53:42 21 funding to Douglas County increased the current
13:53:45 22 funding levels.

13:53:46 23 A. I would be prepared to respond to that.

13:53:49 24 Q. Okay. Good. Would you describe the
13:54:07 25 current financial situation in Douglas County?

13:54:13 1 A. Describe the current year?

13:54:18 2 Q. Yeah, start with this year.

13:54:19 3 A. In the current year, we did -- we made

13:54:22 4 significant changes between '9-'10 and '10-'11

13:54:27 5 regarding our budget. We did see a total budget

13:54:29 6 reduction of about \$26 million. That would account

13:54:33 7 for both taking -- reducing staffing, et cetera, as

13:54:39 8 well as increasing fees to account for that

13:54:43 9 \$26 million.

13:54:49 10 Q. And are you talking about student fees?

13:54:51 11 A. Right. So we instituted a transportation

13:54:53 12 fee in the current fiscal year, we increased athletic

13:54:58 13 fees, and added a technology fee in the current year.

13:55:15 14 Q. Do you have a sense of the amount of

13:55:29 15 increased revenue due to the fees that you were just

13:55:31 16 discussing?

13:55:32 17 A. We had budgeted \$2 million of revenue

13:55:37 18 from the transportation fee, but we are probably about

13:55:41 19 half a million dollars shy of that. And then we were

13:55:45 20 expected to raise a half a million dollars more, I

13:55:50 21 think, in combination of both the technology fee and

13:55:53 22 the increase in the athletic fees.

13:55:56 23 Q. So at the end of the day, ballpark, about

13:55:59 24 \$2 million actual revenue increase?

13:56:01 25 A. Right. Though we budgeted a total of

13:56:05 1 about \$3.3 million. We expected to get about \$3.3
13:56:08 2 million. You're right, we're close to about 2 1/2
13:56:13 3 million.

13:56:14 4 Q. Okay. And why, if you can tell me, was
13:56:24 5 the budget reduced by the 26 million?

13:56:28 6 A. Due to -- well, in '09-'10, at the end of
13:56:32 7 '09-'10, the district realized a state rescission of
13:56:38 8 nearly \$10 million. And then the state stabilization
13:56:44 9 factor for the new year was somewhere in the
13:56:50 10 neighborhood of 20 million -- I have the data here
13:56:53 11 somewhere. I don't know exactly, but it was right
13:56:56 12 around 20 million.

13:56:57 13 In addition, there were still increases
13:56:58 14 in cost realized. There was a 15 percent increase in
13:57:02 15 medical benefit costs from '09-'10 to '10-'11 and, of
13:57:06 16 course, a standard para increase as well. And I don't
13:57:11 17 know what the value of the para increase was.

13:57:13 18 Q. Okay. But it was a combination of lost
13:57:15 19 revenue and increased expenses?

13:57:17 20 A. Correct.

13:57:21 21 Q. And I'm sorry if this was in your answer,
13:57:24 22 but where was the revenue loss from?

13:57:28 23 A. The state stabilization factor from the
13:57:30 24 state funding.

13:57:33 25 Q. Was there a decrease at all in local

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LexisNexis File & Serve Transaction Receipt

Transaction ID: 38517670
Submitted by: Stephanie Rzepa, Faegre & Benson LLP-Colorado
Authorized by: Michael S McCarthy, Faegre & Benson LLP-Colorado
Authorize and file on: Jul 5 2011 6:06PM MDT

Court: CO Denver County District Court 2nd JD
Division/Courtroom: 259 - Division 259
Case Class: Civil
Case Type: Injunctive Relief
Case Number: 2011CV4427
Case Name: TAXPAYERS FOR PUBLIC EDUCATION et al vs. DOUGLAS CNTY SCHOOL DIST RE-1 et al

Transaction Option: File and Serve
Billing Reference: 86214-399810
Read Status for e-service: Not Purchased

Documents List

21 Document(s)

Attached Document, 26 Pages	Document ID: 40601133	PDF Format Original Format
Document Type: Motion	Access: Public	Statutory Fee: \$0.00
Linked:		
Document title: Motion for a Preliminary Injunction		
Attached Document, 10 Pages	Document ID: 40601140	PDF Format Original Format
Related Document ID: 40601133		
Document Type: Filing Other	Access: Public	Statutory Fee: \$0.00
Linked:		
Document title: Exhibit A to Motion for a Preliminary Injunction		
Attached Document, 2 Pages	Document ID: 40601148	PDF Format Original Format
Related Document ID: 40601133		
Document Type: Exhibit List	Access: Public	Statutory Fee: \$0.00
Linked:		
Document title: Exhibit B to Motion for a Preliminary Injunction		
Attached Document, 4 Pages	Document ID: 40601156	PDF Format Original Format
Related Document ID: 40601133		
Document Type: Filing Other	Access: Public	Statutory Fee: \$0.00
Linked:		
Document title: Exhibit C to Motion for a Preliminary Injunction		
Attached Document, 12 Pages	Document ID: 40601176	PDF Format Original Format
Related Document ID: 40601133		
Document Type: Filing Other	Access: Public	Statutory Fee: \$0.00
Linked:		
Document title:		

Exhibit D to Motion for a Preliminary Injunction

Attached Document, 11 Pages Document ID: 40601181

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

Linked:

[PDF Format](#) | [Original Format](#)

Document title:

Exhibit E to Motion for a Preliminary Injunction

Attached Document, 19 Pages Document ID: 40601185

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

Linked:

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Document title:

Exhibit F to Motion for a Preliminary Injunction

Attached Document, 3 Pages Document ID: 40601186

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

Linked:

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Document title:

Exhibit G to Motion for a Preliminary Injunction

Attached Document, 2 Pages Document ID: 40601189

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

Linked:

[PDF Format](#) | [Original Format](#)

Document title:

Exhibit H to Motion for a Preliminary Injunction

Attached Document, 4 Pages Document ID: 40601191

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

Linked:

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Document title:

Exhibit I to Motion for a Preliminary Injunction

Attached Document, 2 Pages Document ID: 40601201

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

Linked:

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Document title:

Exhibit J to Motion for a Preliminary Injunction

Attached Document, 4 Pages Document ID: 40601205

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

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Document title:

Exhibit K to Motion for a Preliminary Injunction

Attached Document, 2 Pages Document ID: 40601210

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

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Document title:

Exhibit L to Motion for a Preliminary Injunction

Attached Document, 10 Pages Document ID: 40601211

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

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Document title:

Exhibit M to Motion for a Preliminary Injunction

Attached Document, 2 Pages Document ID: 40601214

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

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Document title:

Exhibit N to Motion for a Preliminary Injunction

Attached Document, 9 Pages Document ID: 40601218

Related Document ID: 40601133

[PDF Format](#) | [Original Format](#)

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

Linked:**Document title:**

Exhibit O to Motion for a Preliminary Injunction

Attached Document, 5 Pages Document ID: 40601226[PDF Format](#) | [Original Format](#)

Related Document ID: 40601133

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Filing Other

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Public

Statutory Fee:

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Exhibit P to Motion for a Preliminary Injunction

Attached Document, 2 Pages Document ID: 40601229[PDF Format](#) | [Original Format](#)

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

\$0.00

Linked:**Document title:**

Exhibit Q to Motion for a Preliminary Injunction

Attached Document, 2 Pages Document ID: 40601235[PDF Format](#) | [Original Format](#)

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

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Exhibit R to Motion for a Preliminary Injunction

Attached Document, 9 Pages Document ID: 40601243[PDF Format](#) | [Original Format](#)

Related Document ID: 40601133

Document Type:

Filing Other

Access:

Public

Statutory Fee:

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Linked:**Document title:**

Exhibit S to Motion for a Preliminary Injunction

Attached Document, 2 Pages Document ID: 40601332[PDF Format](#) | [Original Format](#)

Related Document ID: 40601133

Document Type:

Proposed Order

Access:

Public

Statutory Fee:

\$0.00

Linked:**Document title:**

Order Granting Motion for a Preliminary Injunction

[Close All](#)☐ **Sending Parties (15)**

Party	Party Type	Attorney	Firm	Attorney Type
BARNARD, CINDRA S	Plaintiff	Deihl, Colin C	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, CINDRA S	Plaintiff	McCarthy, Michael S	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, CINDRA S	Plaintiff	Hadfield, Gordon	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, CINDRA S	Plaintiff	Mastalir Kellner, Sarah	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, CINDRA S	Plaintiff	Malik, Nadia G	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, MASON S	Minor	McCarthy, Michael S	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, MASON S	Minor	Deihl, Colin C	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, MASON S	Minor	Malik, Nadia G	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, MASON S	Minor	Mastalir Kellner, Sarah	Faegre & Benson LLP-Colorado	Privately Retained Attorney
BARNARD, MASON S	Minor	Hadfield, Gordon	Faegre & Benson LLP-Colorado	Privately Retained Attorney
TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	Deihl, Colin C	Faegre & Benson LLP-Colorado	Privately Retained Attorney
TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	McCarthy, Michael S	Faegre & Benson LLP-Colorado	Privately Retained Attorney

TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	Malik, Nadia G	Faegre & Benson LLP-Colorado	Privately Retained Attorney
TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	Mastalir Kellner, Sarah	Faegre & Benson LLP-Colorado	Privately Retained Attorney
TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	Hadfield, Gordon	Faegre & Benson LLP-Colorado	Privately Retained Attorney

☐ **Recipients (20)**
☐ Service List (20)

Delivery Option	Party	Party Type	Attorney	Firm	Attorney Type	Method
Service	ANDERSON, MARK	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	ANDERSON, MAX	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	BARNARD, CINDRA S	Plaintiff	Halpern, Alexander	Halpern, Alexander LLC	Privately Retained Attorney	E-Service
Service	BARNARD, MASON S	Minor	Halpern, Alexander	Halpern, Alexander LLC	Privately Retained Attorney	E-Service
Service	COLO DEPT OF EDUCATION	Defendant	Dyl, Antony B	CO Attorney General	Attorney General	E-Service
Service	COLO DEPT OF EDUCATION	Defendant	Stancil, Nicholas	CO Attorney General	Attorney General	E-Service
Service	COLO STATE BOARD OF EDUCATION	Defendant	Dyl, Antony B	CO Attorney General	Attorney General	E-Service
Service	COLO STATE BOARD OF EDUCATION	Defendant	Stancil, Nicholas	CO Attorney General	Attorney General	E-Service
Service	DOYLE, ALEXANDRA	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	DOYLE, DERRICK	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	DOYLE, DONOVAN	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	DOYLE, FLORENCE	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	LYNOTT, GERALDINE	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	LYNOTT, TIMOTHY	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	LYNOTT, TIMOTHY JR	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	OAKLEY, DIANA	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	OAKLEY, MARK	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	OAKLEY, NATHANIEL	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	STROHM ANDERSON, JEANETTE	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney	E-Service
Service	TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	Halpern, Alexander	Halpern, Alexander LLC	Privately Retained Attorney	E-Service

☐ Additional Recipients (0)

☐ **Case Parties**

Party	Party Type	Attorney	Firm	Attorney Type
<u>ANDERSON, MARK</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>ANDERSON, MAX</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney

<u>BARNARD, CINDRA S</u>	Plaintiff	Deihl, Colin C	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, CINDRA S</u>	Plaintiff	McCarthy, Michael S	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, CINDRA S</u>	Plaintiff	Halpern, Alexander	Halpern, Alexander LLC	Privately Retained Attorney
<u>BARNARD, CINDRA S</u>	Plaintiff	Hadfield, Gordon	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, CINDRA S</u>	Plaintiff	Mastalir Kellner, Sarah	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, CINDRA S</u>	Plaintiff	Malik, Nadia G	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, MASON S</u>	Minor	Halpern, Alexander	Halpern, Alexander LLC	Privately Retained Attorney
<u>BARNARD, MASON S</u>	Minor	McCarthy, Michael S	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, MASON S</u>	Minor	Deihl, Colin C	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, MASON S</u>	Minor	Malik, Nadia G	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, MASON S</u>	Minor	Mastalir Kellner, Sarah	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>BARNARD, MASON S</u>	Minor	Hadfield, Gordon	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>COLO DEPT OF EDUCATION</u>	Defendant	Dyl, Antony B	CO Attorney General	Attorney General
<u>COLO DEPT OF EDUCATION</u>	Defendant	Stancil, Nicholas	CO Attorney General	Attorney General
<u>COLO STATE BOARD OF EDUCATION</u>	Defendant	Dyl, Antony B	CO Attorney General	Attorney General
<u>COLO STATE BOARD OF EDUCATION</u>	Defendant	Stancil, Nicholas	CO Attorney General	Attorney General
<u>DOUGLAS CNTY SCHOOL DIST RE-1</u>	Defendant	Pro Se	Pro Se-	Pro Se
<u>DOUGLAS CNTY SCHOOL DIST RE-1 BOARD OF E</u>	Defendant	Pro Se	Pro Se-	Pro Se
<u>DOYLE, ALEXANDRA</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>DOYLE, DERRICK</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>DOYLE, DONOVAN</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>DOYLE, FLORENCE</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>LYNOTT, GERALDINE</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>LYNOTT, TIMOTHY</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>LYNOTT, TIMOTHY JR</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>N/A</u>	N/A	Martinez, Michael Anthony	CO Denver County District Court 2nd JD	Primary Judge
<u>OAKLEY, DIANA</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>OAKLEY, MARK</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>OAKLEY, NATHANIEL</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>STROHM ANDERSON, JEANETTE</u>	Plaintiff	Pro Se	Pro Se-	Pro Se
<u>STROHM ANDERSON, JEANETTE</u>	Movant	Mellor, William H	Institute for Justice	Privately Retained Attorney
<u>TAXPAYERS FOR PUBLIC EDUCATION</u>	Plaintiff	Deihl, Colin C	Faegre & Benson LLP-Colorado	Privately Retained Attorney
<u>TAXPAYERS FOR PUBLIC</u>	Plaintiff	Halpern, Alexander	Halpern, Alexander LLC	Privately Retained

EDUCATION				Attorney
TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	McCarthy, Michael S	Faegre & Benson LLP-Colorado	Privately Retained Attorney
TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	Malik, Nadia G	Faegre & Benson LLP-Colorado	Privately Retained Attorney
TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	Mastalir Kellner, Sarah	Faegre & Benson LLP-Colorado	Privately Retained Attorney
TAXPAYERS FOR PUBLIC EDUCATION	Plaintiff	Hadfield, Gordon	Faegre & Benson LLP-Colorado	Privately Retained Attorney

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DISTRICT COURT, COUNTY OF DENVER,
COLORADO

Court Address: 1437 Bannock Street
Denver, Colorado 80202

Plaintiffs:

TAXPAYERS FOR PUBLIC EDUCATION, et al.

v.

Defendants:

DOUGLAS COUNTY SCHOOL DISTRICT RE-1, et
al.

Attorneys for Plaintiffs:

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Case Number: 2011CV4427

Div.: 259

ORDER GRANTING MOTION FOR A PRELIMINARY INJUNCTION

THIS COURT having reviewed Plaintiffs' Motion for a Preliminary Injunction, hereby
ORDERS:

Pursuant to C.R.C.P. 65(a), Plaintiffs' Motion for a Preliminary Injunction is
GRANTED. Defendants, and all persons and entities acting under their direction or in concert
with them, are prohibited from taking any further actions to implement the Voucher Program.

Specifically, but not exclusively, the Douglas County School District and its School
Board are enjoined from obtaining, and the Colorado Department of Education from distributing,
funds from the Public School Finance Act and the "public school fund" established under Article
IX, Section 3 of the Colorado Constitution, to the Douglas County School District for
"scholarship students." The Douglas County School District and its School Board are also
prohibited from authorizing the issuance of checks payable to the parents/guardians of the
"scholarship students" for purposes of full or partial payment of private school tuition.

DATED this ____ day of July, 2011.

District Court Judge