

## **RESOLUTION**

WHEREAS, on September 1, 2005 the Board of Education of Jefferson County School District No. R-1 received a charter school application from the Teddy Roosevelt Academy steering committee (“TRA”); and

WHEREAS, the District’s Accountability Committee and the Board reviewed the TRA charter school application in accordance with the requirements of C.R.S. §§ 22-30.5-107(1) & (1.5), and the Board considered information and analyses by District Administrators regarding the application, as well as TRA’s written response dated October 6, 2005 to various issues raised in the District’s Crucial Questions Reports; and

WHEREAS, the Board held a public meeting with TRA on October 6, 2005 in accordance with the requirements of C.R.S. § 22-30.5-107(2); and

WHEREAS, on October 20, 2005 the Board adopted a Resolution denying the TRA charter school application because, for reasons specified in the Resolution, the Board believed that such denial was in the best interests of the District, its students and the community; and

WHEREAS, TRA appealed the Board’s October 20 denial of its charter school application to the State Board of Education by means of a Notice of Appeal dated November 8, 2005; and

WHEREAS, at a hearing on January 11, 2006 the State Board of Education made a determination that denial of the TRA charter school application “was contrary to the best interests of the pupils, school district, or community,” and remanded the matter to the Board for reconsideration with instructions that: (1) the parties negotiate mutually agreeable contract provisions regarding minimum required enrollment by dates certain in order to successfully open for the 2006-2007 school year; (2) the parties negotiate mutually agreeable contract provisions regarding a time frame for locating, securing, and preparing a facility in order to successfully open for the 2006-2007 school year; (3) the parties negotiate a mutually agreeable description of the proposed academic program to be offered by TRA, sufficiently detailed to serve as the basis for measurable achievement goals; (4) the parties ensure the proposed budget has sufficient flexibility to accommodate reasonable differences between the expected student population and the actual students that will be attending when the school opens. Such flexibility should allow for, at a minimum, changes in the numbers of special education staff, technology needs and ELL; and

WHEREAS, representatives of the District met with representatives of TRA on January 26, 2006 to address the matters which the State Board of Education directed the parties to discuss in its remand order, as well as the concerns expressed by the Board in its October 20, 2005 Resolution as reasons for denial of the TRA charter school application; and

WHEREAS, prior to the January 26, 2006 meeting, the District requested that TRA provide certain information relating to the concerns raised in the Board's October 20, 2005 Resolution; and

WHEREAS, TRA's response to the District's request for information and information provided by TRA at the January 26, 2006 meeting failed to adequately address the concerns raised in the Board's October 20, 2005 Resolution; and

WHEREAS, the Board considered the State Board of Education's January 11, 2006 remand order; was fully advised regarding TRA's responses to the District's post-State Hearing questions and discussions between representatives of the District and representatives of TRA on January 26, 2006; and carefully considered the information and proposals generated at those meetings; and

WHEREAS, the Board reconsidered the charter school application; the Charter Schools Act; District policies and regulations; the Comments and Crucial Questions Reports prepared by the Charter School Review Committee and members of the Superintendent's Cabinet; the written information provided by TRA dated October 6, 2005; the parties' discussion at the Board's October 6, 2005 public meeting with TRA, and its October 20, 2005 denial of the TRA charter school application as required under C.R.S. § 22-30.5-108(3)(b); and

WHEREAS, on February 9, 2006 the Board adopted a Resolution again denying the TRA charter school application for specific reasons expressed in the Resolution; and

WHEREAS, TRA appealed the Board's February 9 second denial of its charter school application to the State Board of Education by means of a Notice of Second Appeal dated February 10, 2006; and

WHEREAS, at a hearing on April 5, 2006 the State Board of Education made a determination that the second denial of the TRA charter school application "was contrary to the best interests of the pupils, school district, or community" and remanded the matter to the Board with instructions to approve the TRA charter school application; and

WHEREAS, the Colorado Supreme Court in Board of Education of School District No. 1 v. Booth, 984 P.2d 639, 649 (Colo. 1999), held that general statutory or judicial constraints on a local board of education's discretion in individual cases, such as those that may arise under the Charter Schools Act, "must not have the effect of usurping the local board's decision-making authority or its ability to implement, guide, or manage the educational programs for which it is ultimately responsible"; and

WHEREAS, the Colorado Supreme Court in Booth, 984 P.2d at 652, also held that "the plain language of [the Charter Schools Act] authorizes the State Board only to require approval of the charter application as submitted. . . . It does not authorize other action."

WHEREAS, the Colorado Supreme Court in Booth, 984 P.2d at 654, also held that:

Denial of an application implicates a local board's control of instruction because it applies general education policy to the guidance and management of instruction in an individual case: the decision whether to open a particular school. The local board's concerns, reflected in its reasons for denying the application, do not lose their validity simply because the State Board finds that approval of the application, taken as a whole, is in the best interests of the education community. Rather, a local board can comply with a State Board order to approve a charter application and still expect resolution of its initial grounds for denial in a satisfactory final agreement with the charter school applicants.

NOW, THEREFORE, BE IT RESOLVED by the Board that the charter school application is approved as instructed by the State Board of Education for TRA to begin operations in the fall of 2006 for the 2006-2007 school year for a term of five (5) years; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board that, consistent with the Colorado Supreme Court's interpretation of the effect of such approval noted above, and the rights and obligations of the District under the Colorado Constitution and under the Charter Schools Act as construed by the Colorado Supreme Court, approval of the application and opening of the school is subject to the satisfaction of the Board's concerns with the TRA charter school application as reflected in the reasons for denial of the application stated in the Board's February 9, 2006 Resolution, and pending TRA's satisfaction of the following terms and conditions, as well as all other terms and conditions as may be required by law:

1. Because the charter school application does not include any proposal or information regarding an on-line education program, TRA is not authorized under this Resolution to provide educational services to students through any form of on-line program, including but not limited to an on-line program created and/or operated pursuant to C.R.S. § 22-33-104.6.
2. TRA shall locate a site to accommodate the proposed programs of its charter school, which is acceptable to the Board or its designee, on or before June 1, 2006 at 4:30 p.m.
3. TRA shall submit to the Board on or before June 15, 2006 at 4:30 p.m. a lease, lease/purchase or purchase agreement signed by an authorized representative of the lessor/seller and ready for signature by TRA for an appropriate charter school site and facility, which includes a schedule for any required construction and remodeling with substantial completion on or before August 1, 2006; which includes terms requiring the facility to be in full compliance with all applicable federal, state and local laws, including but not limited to the Americans with Disabilities Act; and which includes an addendum in substantially the form attached hereto as Exhibit A. The Board or its designee shall indicate whether the lease, lease/purchase or purchase agreement is acceptable within ten

(10) days of the Board's receipt thereof, and it shall be immediately signed by TRA if the Board or its designee indicates it is acceptable. The Board or its designee may reject the lease, lease/purchase or purchase agreement on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied.

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

a. TRA shall submit to the Board on or before June 1, 2006 at 4:30 p.m. written detailed descriptions of all employee benefits to be offered during the 2006-2007 school year, that must specify which employment positions are entitled to which benefits and that must be properly reflected in the budget. The Board or its designee shall indicate whether this information is acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the information on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied.

b. TRA shall submit to the Board on or before June 1, 2006 at 4:30 p.m. finalized copies of all proposed personnel policies and all proposed employment contract forms to be used for each different class of its employees. The Board or its designee shall indicate whether the personnel policies and employment contract forms are acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the personnel policies and/or employment contract forms on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied.

c. TRA shall submit to the Board on or before June 1, 2006 at 4:30 p.m. a definitive and specific curriculum to be implemented for the 2006-2007 school year and specific information on pupil performance standards and how student performance will be evaluated, measurable annual achievement goals based on state accreditation standards, what specific types of assessment will be used to measure student progress toward achievement of TRA's performance standards, the timeline for achievement of such standards, and the procedures for addressing the needs of students who fall below the standards. The Board or its designee shall indicate whether this information is acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the information on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied.

d. TRA shall submit to the Board on or before June 1, 2006 at 4:30 p.m. a balanced budget that satisfies applicable legal requirements and public

entity accounting principles; and that properly accounts for the educational programs, start-up costs, site costs, capital expenses, operational costs, employee compensation and benefits, materials, equipment and purchased services that have been represented in the charter school application and in subsequent communications with the District. The Board or its designee shall indicate whether the budget is acceptable within ten (10) days of the Board's receipt thereof. The Board or its designee may reject the budget on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied.

e. TRA shall submit to the Board on or before June 1, 2006 at 4:30 p.m. signed statements from parents in the form attached hereto as Exhibit B, demonstrating that no fewer than 300 FTE students have enrolled in and will attend TRA beginning in the fall of 2006 for the 2006-2007 school year.

f. TRA shall sign a charter school contract acceptable to the Board on or before June 30, 2006 at 4:30 p.m.

5. Upon mutual agreement of the Board or its designee and TRA, the Board or its designee may adjust any of the timelines set forth in paragraphs 2, 3 and 4, provided there is good cause for TRA's inability to meet the timeline(s) at issue and provided that the extension of such deadlines does not result in the delay of opening of the school for the 2006-2007 school year.

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

Adopted this 27th day of April, 2006.

JEFFERSON COUNTY SCHOOL DISTRICT  
NO. R-1

By: \_\_\_\_\_  
Jane Barnes  
President, Board of Education

Attest:

By: \_\_\_\_\_  
Scott Benefield  
Secretary, Board of Education

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

This Addendum shall be deemed to be included in and be a part of the [Lease, Lease-Purchase or Purchase] Agreement dated \_\_\_\_\_, 2006 and entered into by and between \_\_\_\_\_ ([Lessor or Seller]) and Teddy Roosevelt Academy ([Lessee or Purchaser]). This Addendum modifies and supersedes the [Lease, Lease-Purchase or Purchase] Agreement by adding language to the Agreement as set forth herein. To the extent the added language, or any part thereof, results in any conflict or inconsistency between the [Lease, Lease-Purchase or Purchase] Agreement and this Addendum, this Addendum shall govern and the terms of the [Lease, Lease-Purchase or Purchase] Agreement that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.

[LESSOR OR SELLER]:  
[ \_\_\_\_\_ ]

[LESSEE OR PURCHASER]:  
TEDDY ROOSEVELT ACADEMY

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

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

**EXHIBIT A**

CHARTER SCHOOL – TEDDY ROOSEVELT ACADEMY

**COMMITMENT TO ENROLL FOR THE 2006-07 SCHOOL YEAR**

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

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

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

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

PARENTS’ NAMES \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

I understand that by my signature, I am choosing the above named charter school as the “home school” for my child beginning with the 2006-2007 school year and that my child will be withdrawn from their current school at the end of the 2005-06 school year and their records will be forwarded to the charter school. Reenrollment at my current school, if I chose to do so, would require an application under the Choice Enrollment policies of the district.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**EXHIBIT B**

