

## 1. WAIVERS

- A. Waivers of State Law. The School is responsible for providing adequate replacement policy language demonstrating that the school will meet the intent of the statute for each state statute from which the school is requesting a non-automatic waiver. All non-automatic waiver requests are subject to District and State approval. For automatic waivers, execution of this contract will confirm that the School enjoys all automatic waivers by operation of law and the School attests that its practice will be aligned with the intent of the waived state statutes listed in Appendix C. The School is exempt from compliance with waived statutes and any procedures and rules implementing those statutes.
- B. Waivers of District Policies, Procedures, and Rules. The School may submit to the District requests for waivers of District policies. The School is responsible for providing adequate replacement policy language demonstrating that the school will meet the intent of the District policy for each policy the school seeks to waive, other than those policies defined as “automatic waivers” by the District. District approval shall not be unreasonably withheld provided the school has submitted adequate replacement policy language. The School is exempt from compliance with waived policies and any procedures and rules implementing those policies. The School has requested and obtained the District policy waivers listed in Appendix D.
- C. Compliance with Statutory Intent Through Substitute Policies. The School will comply with the intent of waived statutes, rules or policies, through maintenance of and compliance with substitute policies, rules or commitments made in connection with any waiver of state statutes, state board rules, and District policies.

## 2. NOTICE

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

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

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

To the School:

Marcia Fulton  
2285 S. Federal Blvd.  
Denver, CO 80219

Copy To:

Jessica Roberts, Board Chair  
Compass Academy  
789 Sherman Street, Suite 400  
Denver, CO 80203

Copy To:

Compass Academy Headquarters  
789 Sherman Street, Suite 400  
Denver, CO 80203

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective July 1, 2020.

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

ATTEST:

By: /s/ *Carrie A. Olson, PhD*  
Carrie A. Olson, PhD (May 7, 2020)  
\_\_\_\_\_  
President, Board of Education

*Tay Anderson*  
Tay Anderson (May 7, 2020)  
\_\_\_\_\_  
Secretary, Board of Education

By: /s/

COMPASS ACADEMY

ATTEST:

By: /s/ *Jessica L. Roberts*  
Jessica L. Roberts (May 8, 2020)  
\_\_\_\_\_  
Chairperson/President

By: /s/ *Marcia Fulton*  
Marcia Fulton (May 8, 2020)  
\_\_\_\_\_  
School Official

*/s/ First MI Last\**

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

## **APPENDIX A - School Application**

(The School Application and renewal applications are available for review from the Portfolio Management Team, formerly known as the Office of School Reform and Innovation)

**APPENDIX B - Articles of Incorporation and  
Bylaws**

(Articles of Incorporation and Bylaws available for review from the Portfolio Management Team, formerly known as the Office of School Reform and Innovation)

## **APPENDIX C - Requested State Statute Waivers**

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

### **Automatic State Waivers.**

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

**Non-automatic State Waivers.**

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

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

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>Statutory Citation and Title:</b> <b>C.R.S. § 22-9-106 <u>Local Board of Education-Duties-Performance Evaluation System</u></b> <b>C.R.S. § 22-2-112(1)(q)(I) <u>Commissioner-Duties</u></b>
<b>Rationale:</b> The school leader of Compass Academy must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a principal or administrator license, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school leader. Additionally, Compass Academy should not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(I).
<b>Replacement Plan:</b> Compass Academy uses its own evaluation system as agreed to in the Charter School Agreement with Denver Public Schools and therefore should not be required to report their teacher evaluation data. Compass Academy’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Compass Academy’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. All evaluators will receive training in their school’s evaluation system. All teachers will be evaluated annually, and the evaluation data will be used to inform professional development and employment decisions for teachers. Core course level participation will continue to be reported PURSUANT TO C.R.S. 22-11-503.5, as this is a non-waivable statute. The school will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings, but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.
<b>Duration of Waivers:</b> The duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same





performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

**Expected Outcome:** With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

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

**Statutory Citation and Title:**

**C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar**

**C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar**

**Rationale:** The responsibility to adopt an academic calendar will be delegated from the district board to the charter board. The charter board will adopt a calendar for the school that meets or exceeds the minimum number of days set in statute. Compass Academy will prescribe the actual details of its own school calendar to best meet the needs of its students and may have a calendar that will differ from the rest of the schools within the district.

**Replacement Plan:** The final calendar and the school's daily schedule will be designed by Compass Academy and the calendar will meet or exceed day and contact hour requirements set forth in state statute.

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

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

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

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

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

**Statutory Citation and Title:**

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

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

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

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

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

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

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

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

#### **Statutory Citation and Title:**

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

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

**Replacement Plan:** All employees of Compass Academy will be employed on an at-will basis. The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Compass Academy. All teachers of Core Content (Language Arts; Math; Science; Foreign language; Social Studies [Civics, Government, History, Geography, Economics]; Arts) will at a minimum meet at least one of the following guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) holding at least a BA or higher and passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. The school will prioritize the hiring of in-field teachers as defined by the Colorado State Board. The school recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

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

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

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

**Expected Outcome:** As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

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

**Statutory Citation and Title:**

**C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision**

**C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract**

**C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers**

**Rationale:** Compass Academy should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful at a traditional public school will be successful at Compass Academy. In addition, Compass Academy is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the Denver Public Schools should have the authority to transfer its teachers into the school or transfer teachers from Compass Academy to any other schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** Compass Academy has employment agreements with the terms of nonrenewal and renewal set forth in the agreement, including payment of salaries upon termination of employment. Employment offers will be given in writing and will be at an at-will basis. Compass Academy will hire teachers on a best qualified basis. There is no provision for transfers.

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

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

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

**Expected Outcome:** The school expects that as a result of this waiver it will be able to manage its own personnel affairs.

**Statutory Citation and Title:**

**C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding**

**C.R.S. § 22-32-110(1)(y) Board of Education Accepting gifts, donations, grants**

**Rationale:** In order to manage its own budget and finances, Compass Academy must be granted the authority to develop its own financial policies and practices.

**Replacement Plan:** Compass Academy, rather than the District, will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations. Additionally, Compass Academy, rather than the District, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.



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

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

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

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

## APPENDIX D - Requested District Policy Waivers

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

### Automatic District Policy Waivers

A	Policy Framework for Accelerating Gains in Academic Achievement for All Students
AC	Nondiscrimination and Equal Opportunity ( <i>although the charter school's policy is requested through Governance submission process</i> )
AC-R1	Procedures for the Investigation of Public Complaints of Discrimination or Harassment ( <i>although the charter school's policy is requested through Governance submission process</i> )
AC-R2	Procedures for Public Requests for Reasonable Accommodations and Procedures for the Investigation of Public Complaints Regarding the Provision of Requested Accommodations ( <i>although the charter school's policy is requested through Governance submission process</i> )
ACE	Equitable and Inclusive Contracting Policy
AD	Educational Philosophy/School District Mission
ADE	Innovation in Education

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

A Policies: Foundations and Basic Commitments

B Policies: School Board Governance and Operations

BBA	School Board Powers and Responsibilities
BC	Board Member Conduct
BCB	Board Member Conflict of Interest ( <i>although the charter school's policy is requested through Governance submission process</i> )
BDB	Board Officers
BDF	Advisory Committees/Councils
BDF-R1	Career and Tech Ed Council

BDF-R2	Preschool Program Council
BDF-R3	Drug-Free Schools Advisory Council
BDFA	District Personnel Performance Evaluation Council
BDFA-R	Procedures for District Personnel Performance Evaluation Council
BDFB	Finance and Audit Committee
BDFB-E	Exhibit - Finance and Audit Committee Charter
BDFG	District Accountability Committee
BDFG-R	Procedures for District Accountability Committee
BE	School Board Meetings



BG	School Board Policy Adoption Process
BID/BI E	Board Fiscal Policy/Board Member Compensation and Expenses/Liability

C Policies: General School Administration

CBA/C BC	Powers and Responsibilities of Superintendent
CBI	Evaluation of Superintendent

D Policies: Fiscal Management

DEA	Mill Levy Distribution
DFA	Investment and Cash Management Policy
DFB	Debt Policy
DFC	Derivatives Policy
DH	Bonded Employees and Officers
DIA	Online Schools and Online Programs
DIE	Audits/Financial Monitoring
DJGA	Sales Calls and Demonstrations

E Policies: Support Services

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

F Policies: Facilities Development

FB	Historical Designation of Facilities
FF	Naming of Facilities ( <i>unless in District facility, then unwaivable</i> )

G Policies: Personnel

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

Schools with a Waiver of Statutory Dismissal Procedures
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GDQD-R	Regulation regarding Procedures for Dismissal of full-time Classified Employees, Specialized Service Providers, and Teachers in Schools with a Waiver of Statutory Dismissal Procedures
GBGB	Personal Safety and Security
GCF/GDF	Staff Recruiting/Hiring

*Note: G policies are Type I because charter employees are not district employees. Charters are encouraged to have these replacement employment policies, but it is not required for the District to review.*

#### H Policies: Negotiations

HH	Method of Determining Staff Negotiating Organizations
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#### J Policies: Students

JFABB	Admission of Foreign Exchange Students
JFABB-R	Regulation for Admission of Foreign Exchange Students
JIBA	Student Government
JIBA-R	Student Government (Student Board of Education)
JICC	Student Conduct on Buses ( <i>unless using DPS transportation, then unwaivable</i> )
JICC-R	Regulation for Student Conduct on School Buses ( <i>unless using DPS transportation, then unwaivable</i> )
JJIB	Interscholastic Sports ( <i>unless participating in the Denver Public High Schools Athletic League, then unwaivable</i> )

#### K Policies: School – Community Relations

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

**Non-automatic District Policy Waivers**

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

**Type II DPS Charter Waivers**

**A Policies: Foundations and Basic Commitments**

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

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

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

**E Policies: Support Services**

<input type="checkbox"/>	EEA	Student Transportation
<input type="checkbox"/>	EEA-R1	Regulation for Transportation of Students in School Buses
<input type="checkbox"/>	EEA-R2	Student Transportation in Private Vehicles
<input type="checkbox"/>	EFEA	Nutritious Food Choices
<input checked="" type="checkbox"/>	EGAEA	Electronic Mail and Internet Policy <i>(when on DPS systems, not waivable)</i>
<input checked="" type="checkbox"/>	EGAEA-R1	Regulations of Use of Electronic Mail and Internet Systems <i>(when on DPS systems, not waivable)</i>
<input checked="" type="checkbox"/>	EGAEA-R2	Regulation of Social Media Use <i>(when on DPS systems, not waivable)</i>
<input checked="" type="checkbox"/>	EHB	Records Retention

**I Policies: Instructional Program**

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

#### J Policies: Students

<input checked="" type="checkbox"/>	JICA	Student Dress Code
<input type="checkbox"/>	JICDE	Bullying Prevention and Education
<input type="checkbox"/>	JICEA	School-Related Student Publications
<input type="checkbox"/>	JICEA-R	Regulation regarding School-Related Student Publications
<input type="checkbox"/>	JICEC	Student Distribution of Noncurricular Materials
<input type="checkbox"/>	JICEC-R	Regulation for Student Distribution of Noncurricular Materials
<input checked="" type="checkbox"/>	JJH	Student Travel and Field Trips (if not waived, “superintendent” approval will be replaced by “charter school leader” approval)
<input checked="" type="checkbox"/>	JJH-R	Regulation regarding Student Travel and Field Trips
<input type="checkbox"/>	JLC	Student Health Services and Records
<input type="checkbox"/>	JLCDA	Students with Food Allergies
<input checked="" type="checkbox"/>	JQ	Student Fees, Fines and Charges ( <i>If not waived, “area superintendent approval” will be read as “charter school leader approval”</i> )
<input type="checkbox"/>	JRA/JRC	Student Records/Release of Information on Students
<input type="checkbox"/>	JRA/JRC-R	Regulation Regarding Student Records and Release of Student Information

#### K Policies: Instructional Program

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

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

### Type III DPS Charter Waivers

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

<input type="checkbox"/>	ADC	Tobacco and Marijuana-Free Schools
<input type="checkbox"/>	ADD	Safe Schools
<input type="checkbox"/>	IKF - R	Graduation Requirements for Class of 2021 and Beyond - Supporting Details
<input type="checkbox"/>	IKF	IKF - Requirements for Graduating class of 2021 and beyond
<input type="checkbox"/>	IKF	IKF - Graduation Requirements (Up to Class of 2020)
<input type="checkbox"/>	JB	Equal Educational Opportunity and nondiscrimination
<input type="checkbox"/>	JB-R1	Regulation for Implementing Section 504 of the Rehabilitation Act of 1973 ("Section 504") and Section 504 Grievance Procedures
<input type="checkbox"/>	JICH	Drug and Alcohol Use by Students
<input type="checkbox"/>	JICH-R	Regulations for Drug and Alcohol Use by Students
<input type="checkbox"/>	JIH	Student Interviews, Interrogations, Searches and Arrests
<input type="checkbox"/>	JK	Student Discipline <i>(Note: Provisions related to expulsion cannot be waived)</i>
<input type="checkbox"/>	JK-R	Student Conduct and Discipline Procedures <i>(Note: Provisions related to expulsion cannot be waived)</i>
<input type="checkbox"/>	JKA	Restraint of Students
<input type="checkbox"/>	JKA-R	Restraint of Students Regulation
<input type="checkbox"/>	JLCDB	Administration of Medical Marijuana to Qualified Students
<input type="checkbox"/>	JLCDB-E	Written Plan: Administration of Medical Marijuana to Qualified Students
<input type="checkbox"/>	JLF	Child Abuse and Reporting
<input type="checkbox"/>	JLF-R	Reporting Child Abuse and Child Protection
<input type="checkbox"/>	JLI	Student Safety
<input type="checkbox"/>	JRCB	Privacy and Protection of Confidential Student Information
<input type="checkbox"/>	JRCB-R	Privacy and Protection of Confidential Student Information Regulation

By signing the charter contract, the School affirms that it has submitted replacement policies for any of the above waived policies to the Portfolio Management Team.

## **APPENDIX E - Insurance Requirements**

**General Conditions:** The School agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The School shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies be cancelled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent

ten (10) days prior. If such written notice is unavailable from the insurer, the School shall provide written notice of cancellation, non-renewal and any reduction in limits to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). The School shall be responsible for the payment of any deductible or self-insured retention in connection with the coverages required by this Attachment. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the School. The School shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**Proof of Insurance:** The School shall provide a copy of this Agreement to its insurance agent or broker. The School may not commence services or work relating to the Agreement prior to placement of coverage. The School certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement, shall not act as a waiver of the School's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The School shall provide the District with a copy of the insurer's insurance certificate information annually no later than July 1. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

- (1) **Additional Insureds:** For Commercial General Liability and Auto Liability, the School's insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives, and agents, as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the School.
- (2) **Waiver of Subrogation:** For Commercial General Liability, Auto Liability and Workers' Compensation, the School's insurer shall waive subrogation rights against the District.
- (3) **Workers' Compensation/Employer's Liability Insurance:** The School shall maintain the coverage as required by statute and shall maintain the Employer's Liability insurance with limits at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury claim caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The School expressly represents to the District, as a material representation



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

- (4) **Business Automobile Liability:** The School shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (5) **Commercial General Liability:** The School shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (6) **Additional Provisions:**
- (A) For Commercial General Liability, the policy must provide the following:
- (i) That this Agreement is an Insured Contract under the policy;
  - (ii) Defense costs are outside the Limits of Liability;
  - (iii) A severability of interests or separation of insureds provision (no insured versus insured exclusion); and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the District;
- (B) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date of the inception of the Agreement,
- (C) The School shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the School will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage in force.
- (7) **Sexual Abuse, Molestation or Misconduct:** The School shall maintain Sexual Abuse, Molestation or Misconduct coverage with a minimum limit of \$100,000.
- (8) **Property:** The School shall maintain All-Risk form Property Insurance on a replacement cost basis in an amount not less than the value of the property. If the leased property is located in a flood or earthquake zone (including land subsidence), flood or earthquake insurance shall be provided separately or in the Property policy. The School District No. 1, in the City and County of Denver, d/b/a Denver Public Schools shall be named Loss Payee as its interest may appear. Schools that occupy a District facility shall abide by the property insurance requirements of the Facility Use Agreement.
- (9) **Contents(FFE):** The School is responsible for insuring its own contents, furniture, fixtures and equipment and shall maintain All-Risk Form Property Insurance on a replacement cost basis in an amount not less than the current value of its contents, furniture, fixtures and equipment.
- (10) **Excess/Umbrella Liability:** The School shall maintain excess liability limits of at least

\$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a

“follow form” or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

- (11) **Directors & Officers and Employees Errors and Omissions:** The School shall maintain a Directors & Officers Liability policy with limits of at least \$1,000,000 per claim/annual aggregate and an Errors and Omissions policy with limits of at least \$1,000,000 per claim/annual aggregate. These coverages can be consolidated into an Educators’ Legal Liability policy with limits of at least \$1,000,000 per claim/annual aggregate.
- (12) **Commercial Crime:** The School shall maintain at least \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of District's money, securities or valuable property by the School’s employees, including any extended definition of employee. The School District No. 1, in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

# 2020 COMPASS ACADEMY CONTRACT











## 4\_30\_2020

Final Audit Report


2020-05-08

Created:	2020-05-07
By:	Matthew Meyer (matthew_meyer@dpsk12.org)
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