

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.

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.