



**Colorado Charter Schools
Annual Conference**

February 25-27, 2026
Denver Marriott Tech Center



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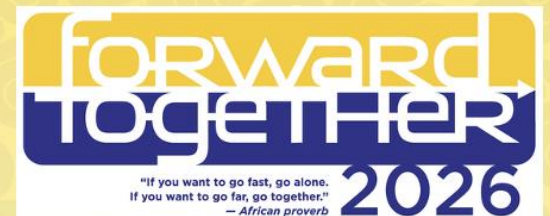
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Contracts That Build Productive Relationships: Strengthening Charter School Success Through Clear Agreements

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CHARTER SCHOOL

L A W G R O U P

Contracts That Build Productive Relationships

Strengthening Charter School Success Through Clear Agreements

Presented by:

Amber DeCarli, Esq. Member Attorney

Dustin Sparks, Esq., MBA

Legal Disclaimer

This information is being provided on February 27, 2026. After the presentation, the law and circumstances may change, rendering the included information outdated.

Please note that this presentation is for educational purposes only and does not constitute legal advice. The attorneys presenting do not represent individual employees or board members of the company. For legal questions, please follow the correct channels. If legal consultation is needed, an authorized representative should contact the law firm, and an attorney licensed in the applicable state will provide legal advice. Additionally, responses to questions during this presentation are hypothetical and based on limited information; they do not form an attorney-client relationship and are not legal advice.

What is the purpose of a contract?





A contract is a legally binding agreement between two or more parties that establishes rights, obligations, and expectations. Its primary purposes are to:

- 1. Formalize Relationships:** Contracts turn informal promises into enforceable commitments. They define the scope of work, timelines, payment terms, and performance standards.
 - 2. Create Clarity and Prevent Misunderstandings:** By documenting terms in writing, contracts ensure all parties understand what is expected, reducing ambiguity and disputes.
 - 3. Provide Legal Protection:** Contracts offer a legal framework for resolving conflicts. If one party fails to perform, the other can seek remedies such as damages or specific performance.
 - 4. Manage Risk and Accountability:** They allocate responsibilities, liabilities, and risk, and often include clauses for dispute resolution, confidentiality, and compliance with laws.
 - 5. Ensure Enforceability:** A valid contract makes obligations enforceable in court, fostering trust and accountability between parties.
-

Joint Services Agreement - The story of three charter schools



The Recitals:

WHEREAS, the Schools have operated certain joint activities for many years without formal written agreement;

WHEREAS, the Schools wish to continue their shared services and to better define this relationship and place it in writing;

Key terms:

The Parties jointly employ a Human Resources (HR) Director and HR Assistant. The Parties shall, from time to time, designate the School that is the employer of record of the HR Director and HR Assistant.

* The HR Director shall supervise the HR Assistant and may take such employment actions as are necessary and appropriate.

* The HR Director shall report any such employment action to the Chief Executive Officer (CEO) of the employer of record.

* The Chief Executive Officer (CEO) of the employer of record is hereby delegated the authority by the Schools to supervise the HR Director on behalf of the Schools and, with the advice and consent of the remaining CEOs, take such employment actions as are necessary and appropriate.

The HR Director, with input from each School's Chief Financial Officer (the "CFOs"), shall annually propose a budget for the supportive costs of the HR office. The budget should include anticipated costs of office supplies, software, technology, professional development, and any other necessary and proper cost not involving employee compensation.



What is missing from
this contract?

Did they live happily ever after?



A gift from the Colorado Legislature.

C.R.S. § 22-1-135 - Terms and Conditions in Public School Contracts

- Prohibited Terms
- Required Provisions



C.R.S. § 22-1-135(2)(A)

A term or condition in a public school contract is *void ab initio* (void from the beginning) if the term or condition:

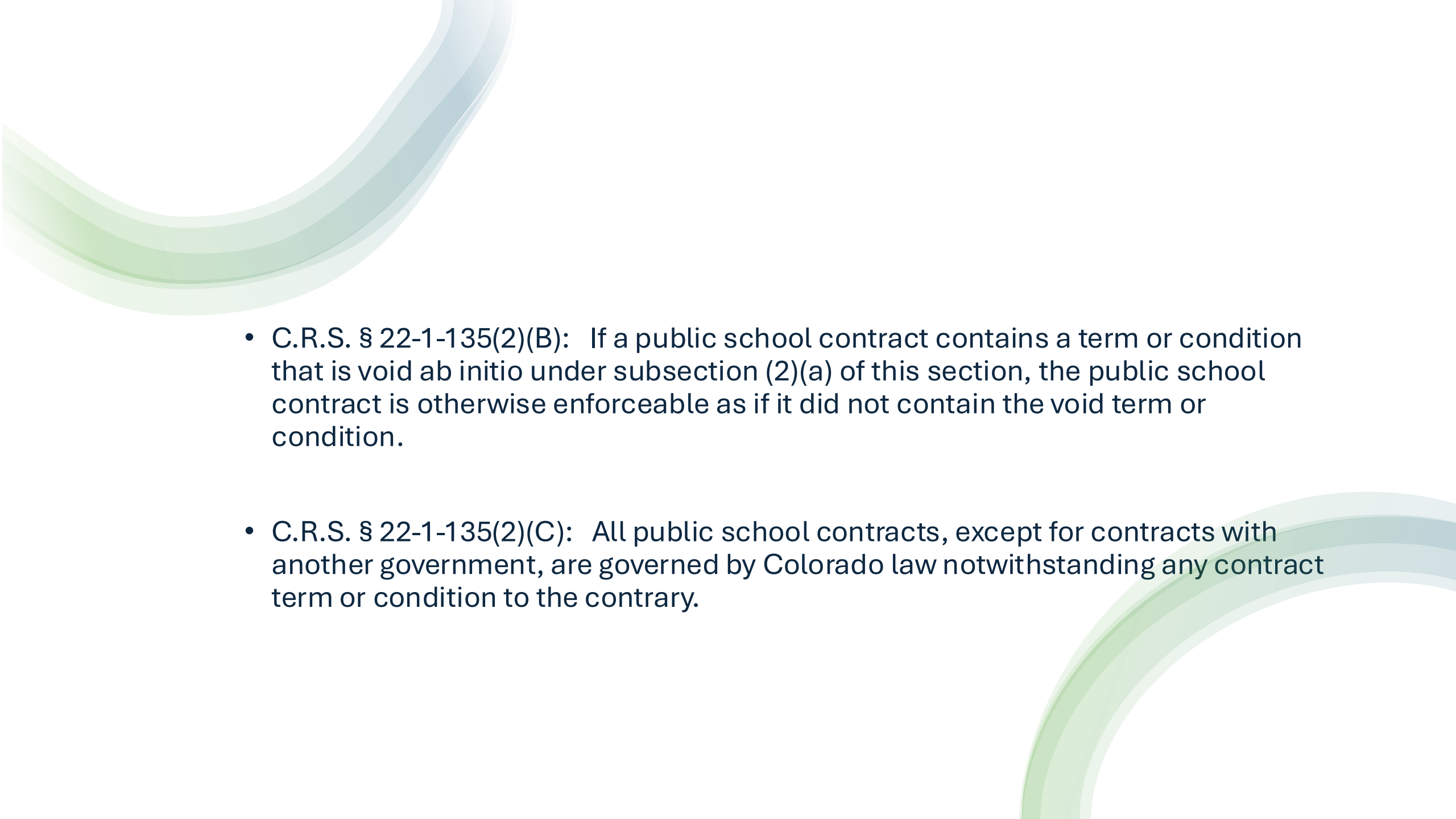
- Requires the public school contracting entity to indemnify or hold harmless another person;
- Specifies that the public school contracting entity agrees to binding arbitration or to any other binding extra-judicial dispute resolution process;
- Specifies that the public school contracting entity agrees to limit liability of another person for bodily injury, death, or damage to property of the public school contracting entity or a public school directly benefited by or supported by the public school contract that is caused by the negligence or willful misconduct of the person or of the person's employees or agents;

C.R.S. § 22-1-135(2)(A)

continued

A term or condition in a public school contract is *void ab initio* (void from the beginning) if the term or condition:

- Purports to waive, alter, or limit the application of any provision of the "Colorado Governmental Immunity Act", article 10 of title 24;
- Purports to waive, alter, or limit the application of the "Student Data Transparency and Security Act", article 16 of this title 22, the provisions of sections 6-1-713 and 6-1-713.5 relating to protection and disposal of personal identifying information, the provisions of article 73 of title 24 relating to security breaches and personal information, or, upon it taking effect on July 1, 2023, the "Colorado Privacy Act", part 13 of article 1 of title 6; or
- Conflicts with Colorado law or rules promulgated pursuant to Colorado law or conflicts with any provision required to be included or deemed to be included in a public school contract by subsection (2)(d) of this section as of the date the contract is executed.

- 
- C.R.S. § 22-1-135(2)(B): If a public school contract contains a term or condition that is void ab initio under subsection (2)(a) of this section, the public school contract is otherwise enforceable as if it did not contain the void term or condition.
 - C.R.S. § 22-1-135(2)(C): All public school contracts, except for contracts with another government, are governed by Colorado law notwithstanding any contract term or condition to the contrary.

C.R.S. § 22-1-135(2)(D):

A public school contract must include provisions, and if such provisions are nonetheless inadvertently or otherwise omitted, shall be deemed to include provisions, that:

- State that, subject to the requirements of section 24-91-103.6 pertaining to contracts for the construction and design of public works projects, any and all contractual financial obligations of the public school contracting entity that are payable after the current fiscal year are contingent on money to pay the obligations being appropriated, budgeted, and otherwise made available;
- Require the contractor to comply with all applicable federal, state, and local laws, rules, and regulations in effect when the contract is executed or thereafter established, including, without limitation:
- Laws, rules, and regulations applicable to discrimination and unfair employment practices; and



C.R.S. § 22-1-135(2)(D): Continued

A public school contract must include provisions, and if such provisions are nonetheless inadvertently or otherwise omitted, shall be deemed to include provisions, that:

- Laws, rules, and regulations that require the protection of personal identifying information, including student personal identifying information, as defined in section 22-16-103 (13), such as the federal "Family Education Rights and Privacy Act", 20 U.S.C. sec. 1232g, the "Student Data Transparency and Security Act", article 16 of this title 22, the provisions of sections 6-1-713 and 6-1-713.5 relating to protection and disposal of personal identifying information, the provisions of article 73 of title 24 relating to security breaches and personal information, or, upon it taking effect on July 1, 2023, the "Colorado Privacy Act", part 13 of article 1 of title 6; and
- Require the contractor to perform its duties as an independent contractor, to pay when due all applicable employment taxes and income taxes for its employees incurred in the performance of the contract, and to provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law.



Does this legislative gift negate the need to include or remove the subject terms from your school's contracts?



Sample contract language from a Colorado Charter School Institute charter contract.

Unless otherwise agreed in writing by the Institute, each Contract or legal relationship entered into by the School will include the following provisions:

- **a)** The contractor acknowledges that the School is not an agent of the Institute, and accordingly contractor expressly releases the Institute from any and all liability under this agreement.
- **b)** Any financial obligations of the School arising out of the agreement are subject to annual appropriation by the School Board and the Institute.

The story of enforcing a contract.



Key terms or the absence thereof:

The contract did not state that the school was a public school or a government entity.

The services to be provided were vaguely defined.

The breach terms made it difficult to define the breach and easy for the contractor to cure the breach.

“The Client agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, or permit any person to disclose, divulge, reveal, report, or use, for any purpose, the specific terms of this Agreement.”

“The Client and the IT Services Provider agree that this Agreement ...be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Pennsylvania....”

“If mediation is not successful in resolving the entire dispute or is unavailable, or if the Parties are unable to agree to mediate, all outstanding issues shall be submitted to final and binding arbitration in accordance with the laws of the Commonwealth of Pennsylvania.”



So..., did C.R.S. § 22-1-135 protect the school?

When is the best time to disagree over the terms of a contract?

What are some reasons people avoid spending time reviewing and negotiating contracts?



The negotiations told the story of a payroll services contract.



The story of the ride to school.

Transportation Services Agreement

Each Party's entire liability for all claims related to this Agreement will not exceed the amount of any actual direct damages incurred up to the amounts paid for the Service for the twelve (12) months preceding the date on which the claim has arisen, regardless of the basis of the claim.

It has the right and has obtained the necessary consents to provide Contractor and the Drivers with all of the data and personally identifiable information ("**PII**") necessary for the purposes contemplated by this Agreement, and hereby grants permission to Contractor and the Drivers to process such PII, including sharing such PII with third parties, to the extent necessary to enable the Contractor to provide the Services;

It has fully reviewed and is familiar with Contractor Community Guidelines, as amended from time to time (the "Guidelines"). Furthermore, it has shared the Guidelines with all individuals responsible for the scheduling of rides and CareGivers of Riders;

Transportation Services Agreement

Continued...

All other express or implied conditions, representations and warranties are hereby excluded to the extent allowed by applicable law. Contractor expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, title and non-infringement.

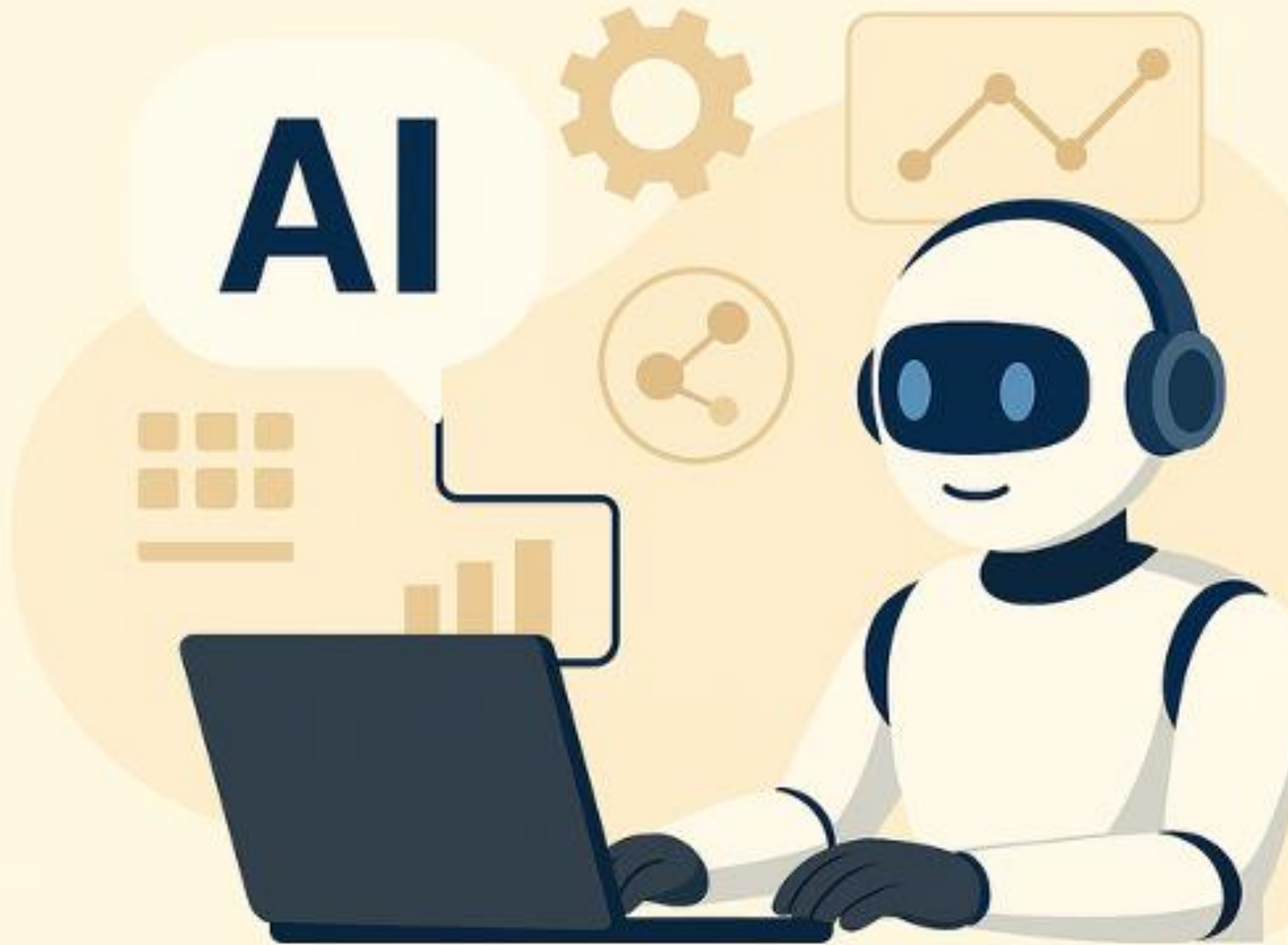
Pursuant to applicable laws, all Drivers who will have direct, in-person contact with Riders shall undergo a criminal background check.

To the extent applicable, Organization hereby designates Contractor as a “school official” with “legitimate educational interests” in the Organization’s records, as those terms have been defined under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), as amended from time to time (“FERPA”) and its implementing regulations. The Parties acknowledge that Contractor will create, access, and maintain Student Educational Records (as defined under FERPA) to perform the Services. Organization hereby grants permission to Contractor and independent contractors using the Platform to use Student Educational Records for maintaining and providing the Services, and for the avoidance of doubt, such independent contractors shall not be deemed third parties for purposes of access to Student Educational Records.

Addressing student data in contracts.

The Contractor agrees to maintain the confidentiality of all student, school, and personal identifying information in accordance with federal and state laws, including the Family Educational Rights and Privacy Act (FERPA), the Student Data Transparency and Security Act, and the Colorado Privacy Act.

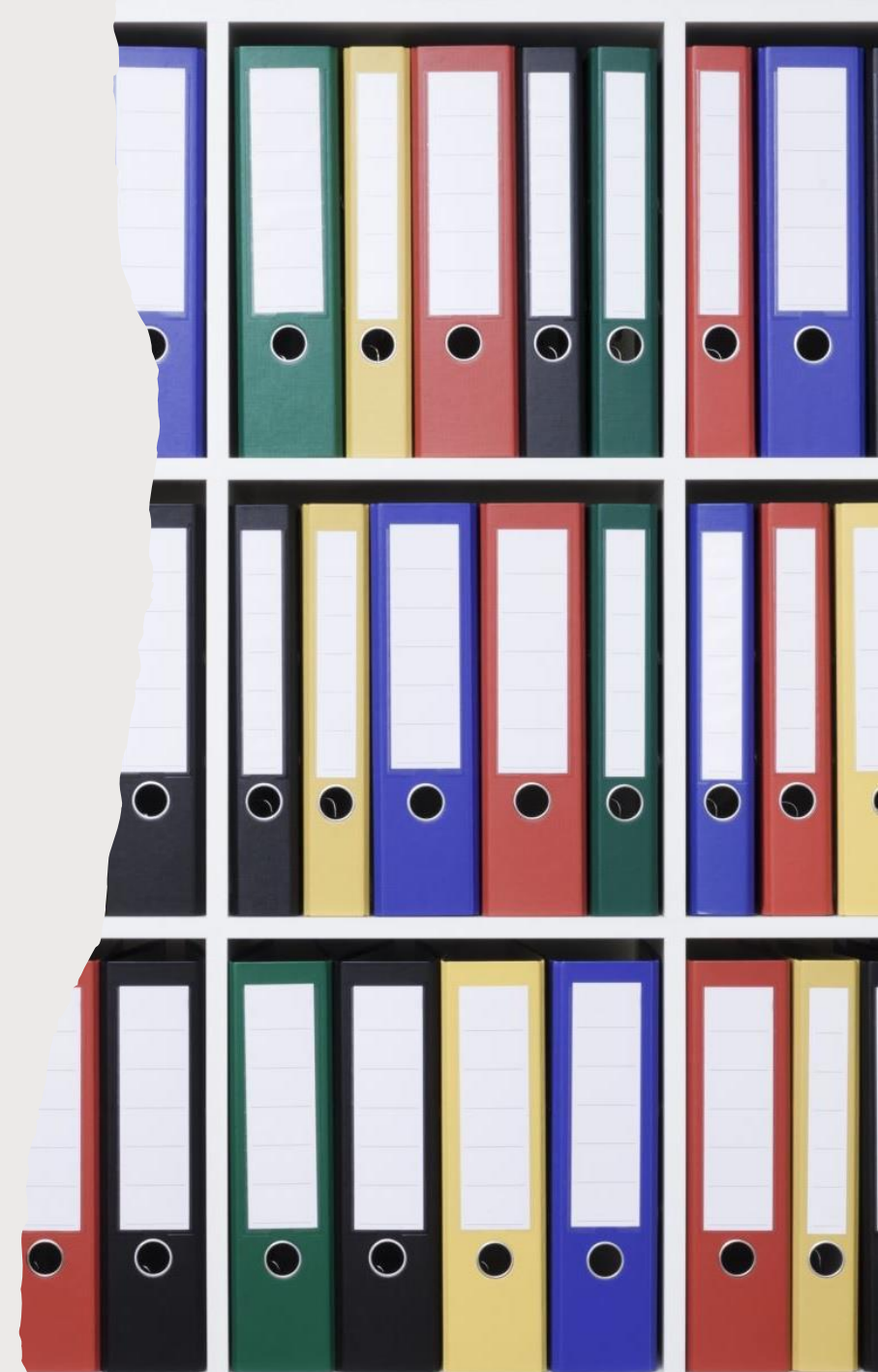
All student records and student materials provided by School to Contractor under this Agreement shall remain the property of School and shall be delivered to School no later than 10 business days after the termination date of this Agreement and the Contractor shall destroy or delete any copies of the same. FERPA requires that personal information transferred to third parties, including contractors, be destroyed when it is no longer needed for the purposes for which it was collected (20 U.S.C.A. § 1232g).



AI, Asset or Liability

Tips for Working with Legal Counsel on Contract Reviews

1. **Engage Early:** Consult legal counsel at the RFP, term sheet, or negotiation stage to avoid surprises later in the contract process.
2. **Define Objectives and Timelines:** Clearly communicate the purpose of the contract and set realistic deadlines for review and completion.
3. **Provide Complete Documentation:** Share all relevant materials well in advance, including exhibits and referenced documents (e.g., terms of service), which may add significant length and complexity.
4. **Summarize Negotiated Terms:** Include a clear summary of the deal points agreed upon by both parties to ensure alignment before drafting or reviewing.
5. **Facilitate Direct Communication:** Provide contact details for opposing counsel or the other party's representative to enable efficient coordination.



Conclusion and Q&A

- Use checklists and model provisions to safeguard your school.
- Use Term Sheets to communicate your school's contracting needs upfront.
- Questions?



**“
Your
feedback
helps us all
move forward
together**



**Colorado League of
Charter Schools**



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