

COLORADO CHARTER SCHOOL INSTITUTE

CHARTER SCHOOL AGREEMENT

Cover Page

School The Academy of Charter Schools	Contract Type Renewal
Charter Term Start July 1, 2024	Contract Number R-2024-09
Charter Term Expiration June 30, 2029	Term Type 5-year
Maximum Charter Term Expiration June 30, 2029	Institute Resolution Number 24-02-03
Original Charter Term Start July 1, 2014	Geographic/Accounting District Adams 12 Five Star School District
Full-Time Grades Served PK-12	Homeschool Enrichment Grades Served N/A
Mission The Academy's mission is to help all students grow into college ready, exemplary citizens by combining academic mastery with personal empowerment to drive lifelong success. We serve our full community by intentionally developing a school culture that embraces diversity, equity and inclusion.	
School Vision Fueling lifelong success through preparation, exploration and empowerment.	
Exhibits The following Exhibits are included with this Contract: Exhibit A – Milestones Exhibit B – Maximum Projected Enrollment Exhibit C – Requested Waivers Exhibit D – Resolution to Approve the Charter Application Exhibit E – Transportation Addendum Exhibit F – Food Service Addendum Exhibit G – Online Learning Addendum Exhibit H – Educational Service Provider Addendum Exhibit I – Preschool Addendum Exhibit J – Homeschool Enrichment Addendum	
Notices to the Institute: Colorado Charter School Institute 1525 Sherman St. #B76 Denver, CO 80203 LegalandPolicy_CSI@csi.state.co.us	Notices to the School: The Academy of Charter Schools 11800 Lowell Blvd. Westminster, CO 80031 Brent.reckman@theacademyk12.org

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

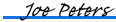
SCHOOL The Academy of Charter Schools By: <u></u> Sarah Drewlow (May 21, 2024 06:15 EDT) Chairperson, Board of Directors Date: <u>21/05/24</u>	COLORADO CHARTER SCHOOL INSTITUTE By: <u></u> Anschutz (Apr 17, 2024 13:27 MDT) Chairperson, Board of Directors Date: <u>17/04/24</u>
	LEGAL REVIEW: Philip J. Weiser, Attorney General By: <u></u> Joe Peters (Apr 17, 2024 12:51 MDT) Assistant Attorney General Date: <u>17/04/24</u>

EXHIBIT C: REQUESTED WAIVERS

School Name: The Academy of Charter Schools
School Address (mailing): 11800 Lowell Blvd. Westminster, CO 80031
Charter School Waiver Contact Name: Brent Reckman, Executive Director
Charter School Waiver Contact Phone Number: 303-289-8088
Charter School Waiver Contact Email: Brent.reckman@theacademyk12.org
Charter School Institute Waiver Contact Name: Stephanie Aragon
Charter School Institute Waiver Contact Phone Number: 720-315-6042
Charter School Institute Waiver Contact Email: stephaniearagon@csi.state.co.us

Automatic Waivers	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)(l)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

Non-Automatic Waivers	
State Statute Citation	Description

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)	Board of Education – Teacher Pupil Contact Hours
C.R.S. § 22-63-201	Employment Certificate required
C.R.S. § 22-33-105(7)(b)	Suspension, expulsion, and denial of admission
C.R.S. § 22-7-1014(2)(a)	Preschool individualized readiness plans – school readiness – assessments

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
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	
Rationale: The Academy, its Executive Director, its Principals or designees must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an Administrator License, this should not preclude him or her from administering the evaluations under the direction of the Executive Director. Additionally, the school will not be required to report its teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. § 22-9-106 but will still report on in-field/out-of-field.	
Replacement Plan: The Academy will use its own evaluation system as agreed to in the charter contract with the Charter School Institute (“CSI”). The Academy’s evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained annually in this evaluation system and the methods used for the school’s evaluation system will include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, be based on research-based practices guiding the science of reading, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. The Academy will not be required to report its teacher evaluation data through applicable state collections however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. 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.	
Duration of Waivers: The waiver will extend for the duration of the contract.	
Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.	
How the Impact of the Waivers Will be Evaluated: 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 the charter contract.	
Expected Outcome: If granted, the waiver will enable the school 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 mission, 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
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) Board of Education – Teacher Pupil Contact Hours
Rationale: The school year at the school will total approximately 163 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet at least the minimum required time as directed by CDE for corresponding grade levels.
Replacement Plan: The Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, The Academy may have a calendar that differs from the rest of the schools within the CSI and geographic district (Adams 12 Five Star Schools). The final calendar and the school's daily schedule will be designed by The Academy's Board of Directors and will meet or exceed the requirements in state statute. To the extent possible, the school will endeavor to develop a calendar that aligns with the geographic district calendar yet still supports the mission and vision of The Academy. In accordance with Charter School Institute policy, the school will submit its calendar annually to the Institute for review and will not make any material modifications to the calendar without notification to CSI.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The Academy anticipates that the requested waivers will have no financial impact on the CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.
Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-201 Employment Certificate required
Rationale: The Academy must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The Academy's Executive Director and Principals will not function as traditional District school principals, but rather will be responsible for a wider range of tasks as determined by the Academy Board and Executive Director.
Replacement Plan: The Academy will seek to attract principals 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. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. Core instructional staff at The Academy will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) holding at least a BA or higher in the relevant subject area; (2) completing 36 semester credit hours in the subject matter in which s/he teaches; or (3) passing a State Board approved content exam in the relevant subject area. Non-core instructional staff will be encouraged to meet similar expectations but flexibility may be offered in recognition of other career-based experience and expertise. Special Education Teachers will hold the requisite state license and endorsement prior to employment. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any

other requirements promulgated by CDE.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The Academy anticipates that the requested waivers will have no financial impact on the CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: As a result of this waiver, The Academy will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

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

C.R.S. § 22-33-105(7)(a)(II) Suspension, expulsion, and denial of admission

Rationale: As a CSI charter school, The Academy must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).

Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to CSI carrying out the functions of a school district and its board, the governing board of The Academy will carry out those functions. To ensure that the school is meeting the intent of the law, The Academy will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The Academy will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the school will report expulsion data pursuant to C.R.S. § 2233-105(2.5).

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The Academy anticipates that the requested Waiver will have minimal financial impact on the school and no financial impact on CSI.

How the Impact of the Waivers Will be Evaluated: The Academy will be required to record all data involving suspensions and expulsions with access for review by both CSI and The Academy's governing board. In addition, the school's governing board will develop its policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.

Expected Outcome: The outcome will be a fair and supportive process for The Academy to make appropriate determinations regarding suspensions, expulsions, and denial of admissions at the local level, with administrative oversight by CSI.

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

CRS § 22-7-1014(2)(a): Preschool Individualized Readiness Plans – School Readiness – Assessments

Rationale: The Academy is a data driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. The Academy already has strong programs and assessments in place that assess students' physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge.

Replacement Plan: Every kindergarten student at The Academy will be administered a school readiness assessment within the first 60 calendar days of the school year. Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in CRS 22-7-1014(2)(a). Within the first 60 calendar days of the school year, The Academy will fulfill the requirement to screen each domain of school readiness by administering the following assessments: Literacy Domain - Acadience Reading; Language & Comprehension Domain – Star Early Literacy; Math Domain – Star Math; Physical Well-Being, Social-Emotional, and Cognitive Domains – Brigance Early Childhood Screen III. The data collected from these assessments will be used to develop a readiness plan for kindergarten students, and will inform programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to CSI, and the school will report this data, as required by State law.

Duration of Waivers: Duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact the Charter Schools Institute or The Academy.

How the Impact of the Waivers Will be Evaluated: The school anticipates that the requested waivers will have no financial impact on The Academy or the Charter School Institute (CSI).

Expected Outcome: As a result of this waivers, The Academy will be able to implement the necessary policies to increase student achievement within existing structures.