

Aurora Community School
Charter Contract

THIS CHARTER SCHOOL CONTRACT, dated effective as of the 1st day of July, 2018, is made and entered by and between the JOINT SCHOOL DISTRICT NO. 28J OF THE COUNTIES OF ADAMS AND ARAPAHOE COLORADO, AKA AURORA PUBLIC SCHOOLS (the "School District" or "District") and Aurora Community School ("ACS"), a Colorado not-for-profit corporation, and public charter school.

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 et seq. for certain purposes as enumerated in § 22-30.5-102(2) and (3); and

WHEREAS, on March 9, 2018, an application was submitted by citizens of the District for formation of ACS as a charter school to operate within the District; and

WHEREAS, on June 19, 2018 the Board of Education of the School District ("Board" or "Board of Education") approved a charter school application from ACS for the establishment of ACS as a School District charter school; and

WHEREAS, after approving the ACS Charter School application, the parties entered into a contract for the operation of the charter school pursuant to the Act; and

WHEREAS, the School District has the authority to grant certain waivers from School District policies/regulations under state law; and

NOW, THEREFORE, in consideration of the foregoing Recitals and their mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1.0 Mission Statement. The "Mission Statement" found in the Application is approved by the School District to the extent that it is consistent with the principles of the General Assembly's declared purposes for enacting the Charter Schools Act as set forth in C.R.S. § 22-30.5-102(2) and (3). The mission statement may be modified from time to time by the Governing Board of ACS ("Governing Board") with prior approval of the School District.

1.1 Term. This Contract shall be effective as of the date first written above for a period of five fiscal years running concurrent with four operational school years (2019-2020, 2020-2021, 2021-2022, and 2022-2023) and is to terminate on June 30,

2023, but the term of operation for funding purposes will commence July 1, 2019. Although this Contract provides for a four-year charter, any financial commitment on the part of the School District contained in this Contract is subject to annual appropriation by the Board. The parties agree that the School District has no obligation to fund the financial obligations under this Contract, other than for the then-current year of the Contract term and that the School District has not irrevocably pledged and held for payment sufficient cash reserves for funding ACS or for providing services described herein for the entire term of this Contract. ACS may apply for renewal of this Contract in accordance with procedures set forth in state law and School District policy/regulation.

2.0 Pupil Performance Standards. The pupil performance standards submitted previously by ACS are acceptable to the School District. All limited English proficient students and non-English proficient students (collectively, "ELL students") will take the State language proficiency assessment and will demonstrate the growth necessary to meet the annual measurable achievement objective targets set forth by the State of Colorado. All students new to the school, or who did not take the State language proficiency test in the spring shall take the WIDA Screener.

2.1 Student Attendance, Conduct, and Discipline. ACS students shall comply with the school's Code of Conduct set forth in the Application or as reasonably modified by ACS, which modifications shall be communicated to OAS within a reasonable time, and with all School District policies and regulations concerning student attendance, standards of conduct, and discipline, unless waived. Said code and policies shall be implemented in compliance with all federal and state laws, including C.R.S. § 22-33-105. ACS's principal shall have the authority to suspend in accordance with C.R.S. § 22-33-105(2)(a) and its Chief Executive Officer shall have the authority to extend suspensions and recommend expulsion in accordance with subsection 105(2)(b). The Governing Board of the school is delegated the authority to expel in accordance with C.R.S. § 22-33-105(2)(c) and may in turn delegate such power to its Chief Executive Officer or to a designee who shall serve as a hearing officer and submit written findings of fact and recommendations to the Governing Board, all in accordance with that subsection. The Board of Education shall have the option of accepting an appeal by a student from the decision of the ACS Governing Board and in the event it accepts such an appeal, it shall have final authority regarding the appeal. Any such appeal must be filed by the student with the Board within five days of receipt of notice of expulsion from the Governing Board. If not timely filed or not accepted for review by the Board of Education at its next following regular meeting, the decision of the Governing Board shall be deemed final and subject to judicial review in accordance with law. Any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of ACS. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School District as ACS will purchase said services from the School District as set forth below in Paragraph 5.6.

2.1.1 Attendance of students at ACS shall be in compliance with Colorado's compulsory attendance laws, including but not limited to hour requirements and the distinction made between excused and unexcused absences.

12.12 No Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the School District and ACS, subject to the provisions of Section 12.7. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.13 Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the application, Board policies or other documents or requirements or of any conflict among the organic documents defining this relationship, it is agreed that the Contract and applicable Board policies and regulations not waived shall control, followed by the Application.

12.14 Extension of Deadlines: Any of the deadlines contained in this agreement may be extended by mutual written agreement of the parties.

12.15 Special Education Re-opener. Should an opportunity arise during the Term for ACS to join a special education collaborative or other consortium that would permit it to supplant some or all of the services provided through the District under this contract, the District agrees that upon written notice from ACS, it will engage in prompt, good-faith negotiation for the amendment or rescission, in whole or in part, of the sections of this contract concerning special education, including but not limited to: 2.1; 5.6 (including all subsections thereof); 5.7 through 5.9; 7.1.6 (including all subsections thereof); 7.5.1; 8.6.2; and 8.14. ACS recognizes that unless such an arrangement includes the ability of ACS to become part of a separate administrative unit, certain District costs, risks and responsibilities will remain in place and require appropriate consideration in any amended or new contract provisions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Aurora Community School

By: 
President, Aurora Community School Board

Attest: 
Co-Founder

Joint School District 28J of the Counties of Adams and Arapahoe (Aurora Public Schools)

By: 
President, Board of Education

Attest: 
Superintendent of Schools



State Waivers

As of June 2, 2017, these waivers are automatically granted from the state, and no longer requires a Rationale and Replacement Plan (RRP) or any other documentation to the state, outlining how the charter intends to comply with the waived statute.

| Automatic Waiver List (As of 6/2/17) | |
|--------------------------------------|---|
| State Statute Citation | Description |
| 22-32-109(1)(f), C.R.S. | Local board duties concerning selection of staff 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-Terminate employment of 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) | Compulsory school attendance-Attendance policies and excused absences |
| 22-63-301, C.R.S. | Teacher Employment Act- Grounds for dismissal |
| 22-63-302, C.R.S. | Teacher Employment Act-Procedures for dismissal of teachers |
| 22-63-401, C.R.S. | Teacher Employment Act-Teachers subject to adopted salary schedule |
| 22-63-402, C.R.S. | Teacher Employment Act-Certificate required to pay teachers |
| 22-63-403, C.R.S. | Teacher Employment Act-Describes payment of salaries |
| 22-1-112, C.R.S. | School Year-National Holidays |

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However, Aurora Community School intends to request the following non-automatic waivers, in addition to the automatic waivers, from the State:

C.R.S. § 22-9-106: Local Board Duties Concerning Performance Evaluations

APS Code: GCOC and GCOC-R

This section requires the adoption of written evaluation systems and outlines requirements for such evaluations systems.

Rationale: Aurora Community School Leaders must have the ability to perform the evaluation of all personnel, based on our unique model and professional development system. The Board must also have the ability to evaluate the Executive Directors/Co-Founders.

Replacement Plan: Aurora Community School will use its own evaluation system. The Evaluation system will meet the intent of the quality standards established in SB 10-191. ACS's evaluation system will utilize a rubric, rooted in quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal

¹ Waiver Request Guidance. (2017). Retrieved from Colorado Department of Education website: <https://www.cde.state.co.us/cdechart/waivers>



of improving student academic growth. The information will be used, not only to assess performance of staff members, but to also determine best next steps for growth and development of staff members.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

Financial Impact: Aurora Community School foresees no financial impact for the school or for the Authorizer.

How the Impact of the Waiver will be Evaluated: Since teacher performance has such a great impact on the outcomes of the entire school, this waiver will be evaluated by the growth and development of teachers/staff, as well as eventually tied to the growth and development of students.

Expected Outcome: With this waiver, Aurora Community School will be able to implement its program and evaluate its teachers in accordance with its internal professional evaluation system, which is designed to produce increased accountability and to be consistent with the school's goals and objectives.

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

This provision provides requirements for the school calendar.

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education - Specific Duties - Teacher Pupil Contact Hours

This provision is in regards to Teacher-Pupil Contact Hours.

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

This provision is in regards to the adoption of the District Calendar.

APS Code: IC/ICA – School Year/School Calendar

Rationale: The school year at Aurora Community School will include approximately 190 instructional days, which exceeds the current state statute. The academic school day is also longer than the traditional APS school, by approximately 1 hour, which allows for more time to support our newcomers, as well as students who have been struggling for several years. Although ACS has aligned the school calendar to National Holidays and many of the District holidays, it's important that we have the flexibility to establish our own calendar, in order to best meet the needs of our students.

Replacement Plan: A finalized calendar and school day of Aurora Community Schools will be officially adopted each year by the Board of ACS. The schools' proposed annual calendar and daily schedule (approximately 190 instructional days) will meet or exceed the



minimum number of hours required by state statute. ACS board will work to align national holidays and other breaks with the districts whenever possible to help families.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

Financial Impact: Aurora Community School foresees no financial impact for the school or for the Authorizer. However, there will be a need for additional meals for students, during the days in which APS students are not in session; we will work with Food Bank of the Rockies to get hot meals during the day, as well as snacks.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the additional time on task, allowing for stronger student outcomes.

Expected Outcome: As a result of the waiver, Aurora Community School will have additional time to support newcomers and struggling students in making academic gains.

C.R.S. §22-32-110(1)(y) Accepting Gifts, Donations, and Grants

This provision outlines policies relating to accepting gifts, donations, and grants.

APS Code: KCD – Public Gifts/Donations to Schools

Rationale: Although Aurora Community Schools hopes to operate fully off PPR funding when at full capacity, In Year 0 and the beginning years of the school, we will partly depend on grants, fundraising, and even gifts. The Board needs the ability to accept these gifts and utilize them to best support ACS.

Replacement Plan: ACS, rather than the District, will create a policy for determining whether or not to accept gifts, donations and grants.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

Financial Impact: Aurora Community School foresees no financial impact for the school or for the Authorizer.

How the Impact of the Waiver will be Evaluated: The effectiveness of this waiver will be determined by the financial solvency at the end of each school year, as well as financial audits throughout the year.



Expected Outcome: With the additional funding, Aurora Community School will be able to meet the set budget, and provide adequate resources to support the model and programming.

C.R.S. § 22-63-201 Employment Certificate Required

APS Code: GCE/GCF and GCF-R – Professional Staff Hiring

This provision prohibits board from entering into an employment contract with a person who does not hold a teacher certificate or letter of authorization.

Rationale: Although we are looking for certified staff, and will support staff members to get certified, along the way, our model requires some flexibility on who is certified for what; and in some instances, we will need to be even more flexible, such as with elective teachers, who could only teach for a semester.

Replacement Plan: At Aurora Community School, we hope to hire the best fit for the work: mindset, ability to build strong relationships, and content knowledge. The school 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. All Core Subject Teachers will meet the 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) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

Financial Impact: Aurora Community School foresees no financial impact for the school or for the Authorizer.

How the Impact of the Waiver will be Evaluated: The effectiveness of the waiver will be determined by growth of teachers on their professional plans, as well as their ability to move and support students instructionally.



Expected Outcome: As a result of this waiver, Aurora Community School will be able to hire the best fit applicant, possessing the skills and background to best support our students.

C.R.S. § 22-63-202 Teacher Employment, Contracts in Writing-Duration-Damage Provision

This provision prescribes specific elements of the annual term or non-probationary teacher contracts used by districts.

Rationale: The school will seek to attract teachers and staff from a wide variety of backgrounds, including, but not limited to Colorado licensed teachers, 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, persons with business or professional experience, as well as staff that reflects the student population. However, all teachers of Aurora community School will hold at minimum a Bachelors' degree and have demonstrated subject-matter expertise. Regardless of entry level into the work, all employees of Aurora Community School will be employed on an at-will basis, as noted through their written contract.

Replacement Plan: The school will, as appropriate, hire certified teachers and staff. However, in some instances it may be advantageous for the school to be able to hire "highly qualified" teachers and/or administrators without a certificate but who possess a unique background and/or skills that fill a need of Aurora Community School.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

Financial Impact: Aurora Community School foresees no financial impact for the school, that haven't already been included in the budget or for the Authorizer.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be determined by the teacher evaluation, which will speak to the effectiveness of the teacher/staff member.

Expected Outcome: With this waiver, Aurora Community School can hire the best fit candidates for the students, families, and community, as a means to filling the needs of the school.

C.R.S. § 22-63-203 Probationary Teachers – Renewal and Non-Renewal of Employment Contract

This provision provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.



Rationale: All teachers and staff at Aurora Community School will be at-will employees; therefore, teacher evaluations (including mindset, growth, relationships, etc) will determine continued employment at ACS.

Replacement Plan: Aurora Community School intends to have individual, at-will, contracts with each employee, that includes the basic guidelines for maintaining employment at ACS. Teachers and staff will be informally and formally evaluated throughout the year, so that everyone is clear about progress towards goals and potential next steps.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

Financial Impact: Aurora Community School foresees no financial impact for the school or for the Authorizer.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be determined by the effectiveness of teachers hired and ACS's ability to retain teachers from year to year.

Expected Outcome: Because of this waiver, Aurora Community School, as well as teachers, can make a clear decision about whether or not ACS is the best fit.

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

This provision permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: Aurora Community School has the authority under the Charter School Agreement to select its own teachers. No other school or APS should have the authority to transfer its teachers into ACS or automatically transfer teachers from ACS to any other schools.

Replacement Plan: Aurora Community School will hire, based on a good fit for the school; there are no provisions, regarding transfers of teachers.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.



Financial Impact: Aurora Community School foresees no financial impact for the school or for the Authorizer.

How the Impact of the Waiver will be Evaluated: The waiver will be evaluated by the effectiveness of teachers directly hired by the leadership team at Aurora Community School.

Expected Outcome: Aurora Community School will have the ability to hand pick teachers to be part of the staff, which will create a specific culture and support students to holistically grow.

C.R.S. § 22-32-109 (l)(b) Boards of Education – Specific Duties – District Administration

This provision grants the board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: Aurora Community School will be operating independently from other schools and should be delegated the authority to develop, adopt, and implement its own operational policies, and rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Aurora Community Schools, not the District, will create policies in regards to competitive bidding in the purchase of goods and services. ACS will ensure the process is an open process in compliance with all applicable rules and regulations.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

Financial Impact: Aurora Community School foresees no financial impact for the school or for the Authorizer.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be determined by the overall ability of Aurora Community School to reach its mission and vision--this will be seen through the attainment of the yearly goals.

Expected Outcome: As a result of this waiver, Aurora Community School will be able to carry out its program, in alignment to the school mission and vision.

C.R.S. § 22-2-112 (1)(q)(I) Commissioner-Duties – Reporting Performance Evaluation Ratings



This provision requires charter schools to report teacher performance ratings through their authorizer to CDE.

Rationale: Aurora Community School has established organizational and school performance measures that the leadership team will progress monitor, alongside the Board, on a regular basis.

Replacement Plan: Aurora Community School will report the appropriate data, including teacher performance ratings, directly to CDE, instead of through the district.

Duration of the Waiver: Aurora Community School requests that the waiver be for the duration of its contract with Aurora Public Schools. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

Financial Impact: Aurora Community School foresees no financial impact for the school or for the Authorizer.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be determined by Aurora Community School's ability to monitor progress towards goals.

Expected Outcome: As a result of this waiver, Aurora Community School will be able to track, measure, report, and monitor outcomes and progress towards organizational and school performance goals.