

Empower Community High School Charter Contract

THIS CHARTER SCHOOL CONTRACT ("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 Empower Community High School ("ECHS" or the "School"), a Colorado nonprofit corporation, and charter public school (and the District and ECHS may individually be referred to as a "party" or collectively, the "parties").

RECITALS

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

WHEREAS, on March 9, 2018, an application (the "Application") was submitted by citizens of the District for formation of ECHS 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 ECHS for the establishment of ECHS as a School District charter school by resolution, a copy of which is attached hereto as Exhibit A; and

WHEREAS, after approving the ECHS Application, the parties now desire to enter into a contract for the operation of the charter school pursuant to the Act, on the term and conditions set forth herein; 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 the mutual understandings, covenants, obligations, and other terms, and conditions contained herein, the parties agree as follows:

AGREEMENTS

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 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 ECHS ("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 ECHS or for providing services described herein for the entire term of this Contract. ECHS may apply for renewal of this Contract in accordance with procedures set forth in state law and School District policy/regulation. The parties further agree that any financial obligations on the part of the School contained in this Contract is subject to annual appropriation by the School and the parties agree that the School has financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Contract for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in accordance with the State law and District Board approval of the renewal application.

2.0 Pupil Performance Standards. The pupil performance standards submitted previously by ECHS in the Application 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. All students new to the School, or who did not take the State language proficiency test in the spring shall take the WIDA Screener in compliance with Federal law.

2.1 Student Attendance, Conduct, and Discipline. ECHS students shall comply with the School's Code of Conduct set forth in the Application 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. ECHS'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 of an expulsion by a student from the decision of the ECHS 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 of Education 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

conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the School District and ECHS, 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 Standards for Approval. In the event that any provision of this Contract requires the approval of the District, such approval or disapproval of the District shall be evaluated and made in good faith, and shall not be unreasonably withheld, conditioned, or delayed, unless otherwise specified herein.

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

12.15 Special Education Re-opener. Should an opportunity arise during the Term for ECHS 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 ECHS, 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. ECHS recognizes that unless such an arrangement includes the ability of ECHS 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.

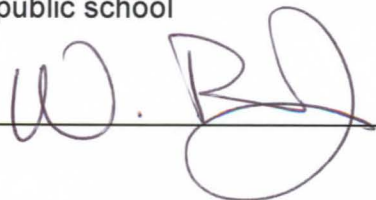
12.16 Business Days. As used in this Contract "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the State of Colorado are closed.

12.17. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

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

Empower Community High School,
a Colorado nonprofit corporation and
charter public school

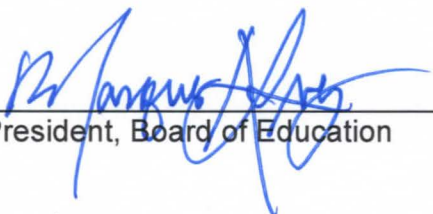
By: _____



Printed Name: Whitney Robinson Johnson
President, Empower Community High School Board

Attest: 

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

By: 
President, Board of Education

Attest: 
Superintendent of Schools

SECTION R: WAIVERS

Table R-1 below lists state waivers that are automatically granted to charter schools in Colorado.

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), C.R.S.	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

Table R-1: Automatic waivers granted to charter schools in Colorado

In order to fully implement its mission and vision, ECHS will also request the following non-automatic waivers (see Table R-2 below) and will work with APS staff to ensure appropriate procedures are followed during the contracting period upon approval.

Statute	Rationale	Replacement Plan	Duration	Outcome
22-63-201: Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate	ECHS will be responsible for all personnel matters, including the eligibility requirements for staff members.	ECHS will hire teachers according to the requirements outlined in the Every Student Succeeds Act, as adopted by the state of Colorado.	ECHS requests the waiver be for the duration of its contract with the Aurora Public Schools Board, or five academic operating years, through June 2023.	ECHS will hire and retain high quality teachers and staff that will meet the needs of all ECHS students.
22-63-202: Teacher Employment Act - Contracts in writing, damage provision	ECHS will retain the authority to establish its own personnel procedures in order to maximize alignment between its staff and the school's mission and vision.	ECHS will execute an employment agreement or Contract with each employee, reflecting "at will" employment status.	ECHS requests the waiver be for the duration of its contract with the Aurora Public Schools Board, or five academic operating years, through June 2023.	ECHS will hire and retain high quality teachers and staff that will meet the needs of all ECHS students.
22-63-203: Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal	ECHS will be responsible for all personnel matters, including the eligibility requirements for staff members.	ECHS will execute an employment agreement with each employee, reflecting "at will" employment status.	ECHS requests the waiver be for the duration of its contract with the Aurora Public Schools Board, or five academic operating years, through June 2023.	ECHS will hire and retain high quality teachers and staff that will meet the needs of all ECHS students.
22-63-206: Teacher Employment Act-Transfer of teachers	ECHS retains the ability to hire its own teachers and deny the transfer of any teachers from Aurora Public Schools.	ECHS will hire highly qualified, mission-aligned teachers. APS teachers wishing to join the ECHS team may apply and will be considered fairly.	ECHS requests the waiver be for the duration of its contract with the Aurora Public Schools Board, or five academic operating years, through June 2023.	ECHS will hire and retain high quality teachers and staff that will meet the needs of all ECHS students.

22-32-109(1)(n)(l): Local Board Duties Concerning School Calendar	ECHS requests the ability to modify the academic calendar to maximize the ECHS program.	ECHS will establish its own academic calendar that meets or exceeds all district and state requirements.	ECHS requests the waiver be for the duration of its contract with the Aurora Public Schools Board, or five academic operating years, through June 2023.	ECHS students will have adequate time to master key competencies and complete projects that bring value to their communities.
22-9-106: Local Board Duties Concerning Performance Evaluations	ECHS operates a unique educational model and will be responsible for developing its own evaluation system.	ECHS will implement a rigorous, transparent, and equitable evaluation system for all staff members.	ECHS requests the waiver be for the duration of its contract with the Aurora Public Schools Board, or five academic operating years, through June 2023.	ECHS staff members will report feeling supported and respected as professionals, as captured by regular surveys.
DJB- Purchasing Procedures	ECHS will determine its own purchasing procedures with the intent of maximizing resources available to execute the vision, mission and strategic priorities.	Financial operations and oversight will be provided by G&G Consulting Group, a Colorado based firm specializing in Charter School Finance. G&G will work with the school to setup appropriate policies and procedures.	ECHS requests the waiver be for the duration of its contract with the Aurora Public Schools Board, or five academic operating years, through June 2023.	ECHS will be able to determine and manage its own purchasing procedures.
DKA- Payroll Procedures / Schedules DKAA- Final Salary Computation-Separated Employee	ECHS will determine its own payroll schedule and will establish its own procedures for distributing paychecks.	Financial operations and oversight will be provided by G&G Consulting Group, a Colorado based firm specializing in Charter School Finance. G&G will work with the school to setup appropriate payroll policies and procedures.	ECHS requests the waiver be for the duration of its contract with the Aurora Public Schools Board, or five academic operating years, through June 2023.	ECHS will be able to determine its own method and schedule for distributing payroll.

22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception - Prohibits Board from entering into an employment contract with a person who does not hold a teacher’s certificate or letter of authorization.

Rationale:

ECHS should be and has been granted the authority to hire its own employees and develop its own employment agreements and terms and conditions of employment. Accordingly, ECHS should be granted the authority to hire teachers and principals that will support the schools mission, goals, and objectives. ECHS 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 ECHS will be employed on an at-will basis.

Replacement Plan:

All employees of the school will meet applicable fingerprinting and background check requirements. All classroom 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 Waivers:

We formally request the waiver be in effect for the duration of our contract with Aurora Public Schools. Therefore, the waiver is requested through June 30, 2023.

Financial Impact: None

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 individual student growth.

Expected Outcome:

As a result of these waivers, ECHS will be able to employ professional staff possessing the unique skills and/or backgrounds enabling the school to fulfill its mission and goals.