

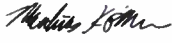



# COLORADO CHARTER SCHOOL INSTITUTE CHARTER SCHOOL AGREEMENT

## Cover Page

<b>School</b> Ricardo Flores Magon Academy	<b>Contract Type</b> Renewal
<b>Charter Term Start</b> July 1, 2022	<b>Contract Number</b> R-2022-08
<b>Charter Term Expiration</b> June 30, 2024	<b>Term Type</b> 2-year
<b>Maximum Charter Term Expiration</b> June 30, 2024	<b>Institute Resolution Number</b> 22-01-02
<b>Original Charter Term Start</b> July 1, 2007	<b>Geographic/Accounting District</b> Adams County School District 50
<b>Full-Time Grades Served</b> K-8	<b>Homeschool Enrichment Grades Served</b> None
<b>School Vision</b> We believe that all students regardless of their economic status, home language, or ethnic background can learn with the right structures and supports in place.	
<b>School Mission</b> RFMA is a K-8 school committed to rigorous academics, social consciousness, and cultural awareness; inspiring our students to reach their highest social and academic potential.	
<b>Exhibits</b> The following Exhibits are included with this Contract: Exhibit A – Milestones Exhibit B – Maximum Authorized 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	
<b>Notices to the Institute:</b>  Colorado Charter School Institute 1600 Broadway, Suite 1250 Denver, CO 80202  LegalandPolicy_CSI@csi.state.co.us	<b>Notices to the School:</b>  Ricardo Flores Magon Academy 5330 Meade Street Denver, CO 80221

## Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

<p style="text-align: center;"><b>SCHOOL</b> Ricardo Flores Magon Academy</p> <p>By: <u></u> Chairperson, Board of Directors</p> <p>Date: <u>Mar 18, 2022</u></p>	<p style="text-align: center;"><b>COLORADO CHARTER SCHOOL INSTITUTE</b></p> <p>By: <u></u> Chairperson, Board of Directors</p> <p>Date: <u>Mar 18, 2022</u></p>
<p style="text-align: center;"><b>SCHOOL</b> Ricardo Flores Magon Academy</p> <p>By: <u></u> Secretary, Board of Directors</p> <p>Contract Effective Date: <u>Mar 22, 2022</u></p>	<p style="text-align: center;"><b>LEGAL REVIEW:</b> <b>Philip J. Weiser, Attorney General</b></p> <p>By: <u></u> Assistant Attorney General</p> <p>Date: <u>Mar 18, 2022</u></p>

# CHARTER SCHOOL CONTRACT

This charter school contract (the “Contract”) by and between the State Charter School Institute (the “Institute” or “CSI”) and the School identified on the Cover Page of this Contract, is effective as of Contract Effective Date identified on the Signature Page of this Contract for a charter term to begin on the Charter Term Start date indicated on the Cover Page of this Contract.

## SECTION 1: RECITALS

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

**WHEREAS**, The Colorado General Assembly has subsequently enacted §§ 22-30.5-501, C.R.S., *et seq.*, (the “State Charter Institute Act”) authorizing the creation of the Institute and empowering the Institute to enter into charter school contracts as specified therein;

**WHEREAS**, pursuant to §§ 22-30.5-503(1)(b)(III), -504(1), and -508(1), C.R.S., the Institute has the authority to approve applications to establish charter schools in the State of Colorado and thereafter to enter into contracts with such schools setting forth the terms and conditions under which a charter school is to operate;

**WHEREAS**, the Institute approved the Application, subject to certain conditions and negotiation and execution of a contract acceptable to the Institute and to the School, as reflected in Institute Resolution indicated on the Cover Page of this Contract, and which is attached hereto as **Exhibit D**; and

**WHEREAS**, this Contract, together with any Charter Application and any Renewal Application (each as modified and incorporated by reference herein) and with the attachments and exhibits thereto (collectively, the “Applications”), contains the complete understanding and agreement of the Parties as further described below.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, the parties agree as follows:

## SECTION 2: THE SCHOOL

### **2.1 Parties.**

This Agreement is entered into between the Board of Directors of the School (“School Board”) and the Institute. The person authorized to sign on behalf of the School is the Chair of the School Board and as attested by the Secretary of the School Board. The person authorized to sign on behalf of the Institute is the Chair of the Board of Directors of the Institute and as attested by the Secretary of the Board of Directors.

### **2.2 Term.**

This Contract is effective as of the date of execution for a charter term to begin on the Charter Term Start date indicated on the Cover Page of this Contract and to terminate on the Charter Term Expiration

date as indicated on the Cover Page of this Contract, unless modified or extended as described herein. This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 10**, below.

### **2.3 Annual Appropriation.**

Although this Contract is for operation of the School as a charter school for a period of years, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

### **2.4 Charter School Legal Status.**

The School represents that it is and shall maintain its status as a Colorado nonprofit corporation—separate from any other nonprofit entity, unless approved in advance in writing by the Institute—in accordance with § 22-30.5-507(4), C.R.S. and the Colorado Revised Nonprofit Corporation Act. The School is to remain organized and maintained as a separate legal entity from the Institute for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as a public school under the legal supervision of the Institute. As such, the School is subject to Colorado laws and Institute policies that are applicable to public schools unless waived in accordance with **Section 4.6** of this Contract.

### **2.5 Milestones.**

The School shall meet all of the Milestones attached hereto as **Exhibit A** by the identified dates. Completion of the Milestones is subject to review and approval by the Institute. Failure to timely or adequately fulfill any material term of the Milestones, as determined by the Institute, shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for intervention or revocation of the Charter pursuant to **Section 3.5** and **Section 10** of the Contract. In its sole discretion, the Institute may waive or modify the Milestones contained therein or may grant the School an additional planning year upon good cause shown.

### **2.6 Contacts.**

Each year, the School shall submit a contact identification form in accordance with Institute procedures which identifies a primary School contact in addition to contact information for Board members and other key School personnel. The Institute will follow the information provided on the contact identification form in communicating with the School, but reserves the right to communicate with other School personnel or School Board members depending on the nature and subject matter of the communication. The School agrees to timely notify the Institute of any material changes to the information provided on the contact identification form. Formal notices shall be sent in accordance with **Section 11.8**, below.

## EXHIBIT C: REQUESTED WAIVERS

Contact Information
<b>School Name:</b> Ricardo Flores Magón Academy
<b>School Address (mailing):</b> 5330 Meade Street, Denver CO 80221
<b>Charter School Waiver Contact Name:</b> Zachary Dominello
<b>Charter School Waiver Contact Phone Number:</b> (303) 412-7610
<b>Charter School Waiver Contact Email:</b> <a href="mailto:zdominello@magonacademy.org">zdominello@magonacademy.org</a>
<b>Charter School Institute Waiver Contact Name:</b> Stephanie Aragon
<b>Charter School Institute Waiver Contact Phone Number:</b> 720-315-6042
<b>Charter School Institute Waiver Contact Email:</b> <a href="mailto:legalandpolicy_CSI@csi.state.co.us">legalandpolicy_CSI@csi.state.co.us</a>

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)	Local board powers-Policies relating to 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: Statute Description and Rationale and Replacement Plan
<b>C.R.S. § 22-9-106: Local Board of Education Duties – Performance Evaluation System</b>
<b>C.R.S. § 22-2-112(1)(q)(l) Commissioner-Duties</b>
<b>Rationale:</b> The RFMA Principal must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License, this should

not preclude him or her from administering the evaluations under the direction of the Principal. The RFMA Board of Directors must also have the ability to perform the evaluation for the Principal and Executive Director. Additionally, the school should not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.

**Replacement Plan:** RFMA uses its own evaluation system that meets the intent of the law as outlined in statute. Staff are annually trained in this evaluation system. The methods used for RFMA's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, are 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 school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings 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 RFMA.

**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 RFMA, 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 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 Ricardo Flores Magón Academy will total approximately 176 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 school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the geographic district. The final calendar and the school's daily schedule will be designed by the School's Board of Directors and will meet or exceed the requirements in state statute. 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.

<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on the CSI or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> 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.
<b>Expected Outcome:</b> 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.
<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>C.R.S. § 22-63-201 Employment- License Required- Exception</b>
<b>Rationale:</b> The school must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The principal will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer.
<b>Replacement Plan:</b> 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 school employees 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 for core content teachers. Instructional staff, including support staff, must have prior relevant experience or be given appropriate job training opportunities to support their efficacy and growth in the classroom. Special Education Teachers will hold the requisite state license and endorsement. 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.
<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on the CSI or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> 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.
<b>Expected Outcome:</b> The school expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

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

**C.R.S. § 22-33-105(7)(b) Suspension, Expulsion, and Denial of Admission**

**Rationale:** As a CSI charter school, the School's governing board 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 School will carry out those functions. To ensure that the School is meeting the intent of the law, the School 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 School 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. § 22-33-105(2.5).

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

**Financial Impact:** The School 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 School will be required to record all data involving suspensions and expulsions with access for review by both CSI and the School's governing board. In addition, the School's governing board will develop 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 School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.