

CHARTER SCHOOL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

PUEBLO SCHOOL FOR ARTS AND SCIENCES
E-LEARNING ACADEMY

CHARTER SCHOOL CONTRACT

This charter school contract (the “Contract”) is effective as of the date of execution for a contract term to begin July 1, 2021, by and between the State Charter School Institute (the “Institute” or “CSI”) and Pueblo School for Arts and Sciences (PSAS) e-Learning Academy State Charter School, doing business as Pueblo School for Arts and Sciences (PSAS) e-Learning Academy, (the “School”), for the establishment of a Charter School, organized as a Colorado nonprofit corporation.

SECTION 1: RECITALS

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

WHEREAS, The Colorado General Assembly has subsequently enacted **C.R.S. §§ 22-30.5-501 *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 **C.R.S. §§ 22-30.5-503(1)(b)(III), -504(1), and -508(1)**, 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, on October 12, 2020, the Colorado Charter School Institute (“CSI”) received a new school application from PUEBLO SCHOOL FOR ARTS AND SCIENCES E-LEARNING ACADEMY (“the Applicant”) in Pueblo, Colorado;

WHEREAS, the Applicant proposes to operate as a multi-district online school, primarily serving students in and around the Pueblo region;

WHEREAS, the application was reviewed in accordance with Colorado law **C.R.S. § 22-30.5-509**, *et seq.*, as amended;

WHEREAS, the application was examined in accordance with national best practices for charter school application review which included, but was not limited to, CSI staff and external expert review of the submitted application using a standards-based review rubric, and a virtual applicant interview;

WHEREAS, the application and online addendum were also reviewed against the Colorado Department of Education’s rubric for certification of a multi-district online school;

WHEREAS, the CSI Review Team reviewed the application and requested additional information from the Applicant, which was supplied by the Applicant and examined by the reviewers;

WHEREAS, on November 10, 2020, the CSI Performance Management Committee held a public hearing during which the Applicant provided information to the Board and answered questions about the application;

WHEREAS, on December 8, 2020, CSI staff presented its recommendation to the CSI Board of Directors Performance Management Committee;

WHEREAS, the Applicant had an opportunity to provide feedback on the CSI Review Team Recommendation in advance of the December 8, 2020 meeting;

WHEREAS, the New School Application Recommendation Report was forwarded for consideration at the December 11, 2020 CSI Board Meeting; and

WHEREAS, the CSI Board fully considered the CSI Review Team's New School Application Recommendation, the recommendation from the CSI Board of Directors Performance Management Committee, and additional information shared by CSI Staff and the Applicant;

WHEREAS, CSI staff and Applicant representatives collaboratively reviewed the proposed milestones and conditions;

WHEREAS, on December 11, 2020, the Institute approved the New School 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 # 2036, which is attached hereto as **Exhibit A** and is incorporated by reference herein, and the negotiated Milestones for opening, which are attached hereto as **Exhibit D** and are incorporated herein by reference; and

WHEREAS, this Contract, together with the New School Application (as modified and incorporated by reference herein) and with the attachments and exhibits thereto (collectively, the "Application"), contains the complete understanding and agreement of the Parties as further described in **Sections 12.1, 12.3, and 12.10**.

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

AGREEMENT

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 July 1, 2021 and terminate on June 30, 2024 with a possible automatic two-year contract extension should the School meet the following benchmarks:

1. The School attains and maintains a Performance rating on the Colorado Department of Education School Performance Framework (“SPF”) and the CSI Annual Review of Schools (“CARS”) for the 2021-22 and 2022-23 school years, as applicable;
2. The School demonstrates financial viability as evidenced by meeting TABOR reserve requirements, meeting enrollment projections (with a reasonable variance allowed), and gradually increasing enrollment in accordance with the charter application, for the 2021-22 and 2022-23 school years; and
3. The School demonstrates a pattern of compliance with federal and state laws and regulations, the charter contract, and Institute requirements. This will be based on a review of any Notices of Concern or Breach received during the initial three-year contract term and the nature and severity of any Notices.

This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 11** below. Although this Contract is for operation of the School as a charter school for a period of three years with a possible automatic two-year contract extension, 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.

2.3 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 **C.R.S. § 22-30.5-507(4)** 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 **Section 5.9** of this Contract.

2.4 Milestones. The School represents that it negotiated each Milestone incorporated herein and came to a mutually agreeable understanding with the Institute for each Milestone included in the application recommendation and application approval resolution and attached hereto as **Exhibit D**. The School shall meet all of the Milestones attached hereto as **Exhibit D** 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 11** 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. The Institute also reserves the right to delay or prohibit

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

<u>SCHOOL</u> PUEBLO SCHOOL FOR ARTS AND SCIENCES (PSAS) E-LEARNING ACADEMY	<u>INSTITUTE</u> STATE CHARTER SCHOOL INSTITUTE
By: <u><i>Karin Parker</i></u> <small>Karin Parker, PSAS Board of Directors, President - 11/14/2019</small> Board Chair, Pueblo School for Arts and Sciences (PSAS) e-Learning Academy Board of Directors	By: <u><i>Jill Anschutz</i></u> <small>Jill Anschutz (Jan 20, 2021 04:18 MST)</small> Board Chair, Colorado Charter School Institute Board of Directors
Date: <u>Jan 20, 2021</u>	Date: <u>Jan 20, 2021</u>
Attest: <u><i>Andrew S Holloman</i></u> <small>Andrew S Holloman (Jan 26, 2021 15:22 MST)</small> Secretary, Pueblo School for Arts and Sciences (PSAS) e-Learning Academy Board of Directors	<u>LEGAL REVIEW</u> Philip J. Weiser, Attorney General
Date: <u>Jan 26, 2021</u>	By: <u><i>Joseph A Peters</i></u> <small>Joseph A Peters (Jan 20, 2021 09:43 MST)</small> Assistant Attorney General
	Date: <u>Jan 20, 2021</u>

EXHIBIT C: REQUESTED WAIVERS

Contact Information
School Name: Pueblo School for Arts & Sciences
School Address (mailing): 1850 "B" E. Platteville Blvd., Pueblo West, CO 81007
Charter School Waiver Contact Name: Theresa Martinez
Charter School Waiver Contact Phone Number: 719-467-6100 x 113
Charter School Waiver Contact Email: tmartinez@psas.ws
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

Pursuant to the Colorado Charter Schools Act, Pueblo School for Arts and Sciences ("PSAS" or the "School") requests waivers of certain statutory requirements of the State of Colorado as set out in the Colorado Revised Statutes. Each is identified along with a rationale and replacement plan, as applicable. The waivers will enable PSAS to better meet its mission, goals, and objectives as well as implement its educational program.

Automatic Waivers from State Statute:

Automatic Waiver List	
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 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 from State Statute:

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-32-109(I)(n)(I) & (II)(A)&(B) — Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar	
Rationale: PSAS must be able to set its own school calendar to best meet the needs of its students.	
Replacement Plan: The School will work with its community to develop its own school calendar as approved by the PSAS Governing Board and its administration. The school year at PSAS will meet the minimum required school days and contact hours as required under Colorado law. PSAS will be responsible for defining and enforcing reasonable attendance and absence policies rather than the Charter School Institute (“CSI”). The plan will meet or exceed the expectations set forth in Colorado law, as applicable to the School. In accordance with CSI policy, the School will submit its calendar annually to CSI 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: PSAS anticipates that the requested waivers will have no additional financial impact upon CSI or the School.	
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per 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. § 22-32-109(1)(b) — Local Board Duties concerning competitive bidding
C.R.S. § 22-32-110(1)(y) — Local Board Powers — Accepting Gifts and Donations

Rationale: In order to manage its own budget and finances, the School must be granted the authority to develop its own financial policies and practices.

Replacement Plan: The School, rather than the CSI, will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations.

Additionally, the School, rather than CSI, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

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

Financial Impact: PSAS anticipates that the requested waivers will have no additional financial impact upon CSI or the School.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of these waivers, the School will select all goods and services in accordance with the terms and conditions set forth in the charter contract. As a result of this waiver, PSAS will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

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

C.R.S. § 22-9-106 — Local Board of Education; Duties Certificated Personnel Evaluations.

C.R.S. § 22-2-112(1)(q)(I) — Commissioner Duties (reporting performance evaluation ratings).

Rationale: The School uses its own evaluation system as agreed to in the charter contract. The School's evaluation system will continue to meet the intent of the law as outlined in statute. 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: The methods used for PSAS's evaluation system include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meeting the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. In addition, the evaluation data is used to inform professional development decisions for each teacher. All staff have been trained in the PSAS evaluation system.

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.

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

Financial Impact: PSAS anticipates that the requested waivers will have no additional financial impact upon CSI or the School.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: With this waiver, the School will be able to implement its program and evaluate its teachers in accordance with its evaluation system and in alignment with state directives, which is designed to produce greater accountability and be consistent with the School's goals and objectives. This will benefit staff members, students, and the community.

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

C.R.S. § 22-63-201 — Teacher Employment Act; Compensation & Dismissal Requirement to Hold a Certificate.
Rationale: In accordance with state law, PSAS must be granted the authority to hire teachers and principals that will support the School's goals and objectives as determined by PSAS.
Replacement Plan: PSAS's intent is for all teachers to have, at minimum, a bachelor's degree and either 24 credit hours in the subject matter, or a passing score on a state-approved content examination in the relevant subject area. The School will encourage and explore ways to incentivize teachers to meet 36 or more credit hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers "in-field" and "out-of-field" designations, years of experience of teachers or any other requirements promulgated by CDE. The Principal will develop a professional development program for any teacher with a bachelor's degree not meeting the minimum subject matter credit hours to prepare them to pass a state-approved content examination in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. In addition, all employees of the School will meet applicable fingerprinting and background check requirements.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: PSAS anticipates that the requested waivers will have no additional financial impact upon CSI or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, PSAS will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

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

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

C.R.S. § 22-63-203 — Probationary Teachers; renewal and non-renewal of employment contract; Specific Duties.

C.R.S. § 22-63-203.5 — Nonprobationary portability

C.R.S. § 22-63-205 — Exchange of Teachers

C.R.S. § 22-63-206 — Transfer of Teachers

Rationale: In order to manage its own personnel, the School must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment. The School will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school should have the authority to transfer its teachers into the School or transfer teachers from the School to any other schools.

Replacement Plan: All employees of the School will be employed on an at-will basis. The School has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. The School will hire teachers on a best-qualified basis. There is no provision for teacher transfers within the Charter School Institute ("CSI"). However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

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

Financial Impact: PSAS anticipates that the requested waivers will have no additional financial impact upon CSI or the School.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of these waivers, PSAS will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

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

C.R.S. § 22-33-105(7)(b) Process for disciplinary appeals

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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. §22-7-1014(2)(a) Requirement that each LEA administer the school readiness assessment to each student.
Rationale: PSAS should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.
Replacement Plan: PSAS will administer school readiness assessments for all Kindergarten students within the first 30 days of the school calendar. <ol style="list-style-type: none"> 1. The assessments utilized will be research based, will be valid, and will be reliable. 2. 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). 3. PSAS will implement readiness plans tailored for individual students based upon readiness assessments (this includes DIBELS). 4. Students will not be denied enrollment or progression to first grade based on the results of assessments.

5. PSAS will fulfill the requirement to administer the literacy component of school readiness by implementing compliant DIBELS for the READ Act assessment within the first 30 days of the school calendar.
6. The data collected will be made readily available to CSI. CSI, and the School will report this data, as required by State law.

Curriculum 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 State Statutes 22-7-1014(2)(a) and 22-32-109(1)(t).

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

Financial Impact: PSAS anticipates that the requested waiver will have no additional financial impact upon the District or the School.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of this waiver, PSAS will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.