

COLORADO CHARTER SCHOOL INSTITUTE CHARTER SCHOOL AGREEMENT

Cover Page

School Colorado Military Academy	Contract Type Renewal
Charter Term Start July 1, 2022	Contract Number R-2022-07
Charter Term Expiration June 30, 2024	Term Type 2-year
Maximum Charter Term Expiration June 30, 2024	Institute Resolution Number 22-01-01
Original Charter Term Start July 1, 2017	Geographic/Accounting District Colorado Springs School District 11
Full-Time Grades Served Preschool-12	Homeschool Enrichment Grades Served 5-12
School Vision The vision of Colorado Military Academy is to be the premiere military academy in the region recognized for STEM excellence and developing strong leaders of character.	
School Mission CMA's mission is to prepare students for today's colleges and tomorrow's careers by engaging in a rigorous and high-tech curriculum in science, technology, engineering, and math (STEM) while building strong moral character through an environment of military leadership development.	
Exhibits 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	
Notices to the Institute: Colorado Charter School Institute 1600 Broadway, Suite 1250 Denver, CO 80202 LegalandPolicy_CSI@csi.state.co.us	Notices to the School: Colorado Military Academy 360 Command View Colorado Springs, CO 80915

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

<p style="text-align: center;">SCHOOL Colorado Military Academy</p> <p>By: <u><i>Eric J. Tucker</i></u> <small>Eric J. Tucker (Apr 20, 2022 11:41 MDT)</small></p> <p style="text-align: center;">Chairperson, Board of Directors</p> <p>Date: <u>Apr 20, 2022</u></p>	<p style="text-align: center;">COLORADO CHARTER SCHOOL INSTITUTE</p> <p>By: <u><i>Jim Anschutz</i></u> <small>Jim Anschutz (Apr 20, 2022 10:41 MDT)</small></p> <p style="text-align: center;">Chairperson, Board of Directors</p> <p>Date: <u>Apr 20, 2022</u></p>
<p style="text-align: center;">SCHOOL Colorado Military Academy</p> <p>By: <u><i>Lynda</i></u> <small>Robert Applegate (Apr 20, 2022 11:51 MDT)</small></p> <p style="text-align: center;">Secretary, Board of Directors</p> <p>Contract Effective Date: <u>Apr 20, 2022</u></p>	<p style="text-align: center;">LEGAL REVIEW: Philip J. Weiser, Attorney General</p> <p>By: <u><i>Joseph A. Peters</i></u> <small>Joseph A. Peters (Apr 20, 2022 10:44 MDT)</small></p> <p style="text-align: center;">Assistant Attorney General</p> <p>Date: <u>Apr 20, 2022</u></p>

EXHIBIT C: REQUESTED WAIVERS

Contact Information
School Name: Colorado Military Academy
School Address (mailing): 360 Command View, Colorado Springs, CO 80915
Charter School Waiver Contact Name: Cynthia Lucero
Charter School Waiver Contact's Phone Number: (719) 576-9838
Charter School Waiver Contact's Email: lucero.c@cmacs.org
Charter School Institute Waiver Contact Name: Stephanie Aragon
Charter School Institute Waiver Contact Phone Number: 303-866-6714
Charter School Institute Waiver Contact Email: legalandpolicy_CSI@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)	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

<p>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan C.R.S. § 22-32-109(l)(n)(I), C.R.S. § 22-32-109(l)(n)(II)(A), & C.R.S. § 22-32-109(l)(n)(II)(B) — Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar</p>
<p>Rationale: The school year at the school will total approximately 172 days per year, which meets the minimum required days and will exceed the current contact hour requirement in state statute. The school will always meet at least the minimum required time as detailed in state law.</p>
<p>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 (“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.</p>
<p>Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with CSI.</p>
<p>Financial Impact: CMA anticipates that the requested waivers will have no financial impact upon CSI or the school.</p>
<p>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.</p>
<p>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.</p>

<p>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).</p>
<p>Rationale: The school and its Principal or designee 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 Board of Directors must also have the ability to perform the evaluation for the school leader. 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.</p>
<p>Replacement Plan: Instead, the school 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 the school’s evaluation system include 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</p>

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: We formally request the waiver be in effect for the duration of our contract with CSI.
Financial Impact: CMA anticipates that the requested waivers will have no financial impact upon 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 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: CMA must be granted the authority to hire teachers and principals that will support the School's goals and objectives as determined by CMA. 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.
Replacement Plan: 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 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. Currently, CMA requires classroom teachers to have a minimum of a Bachelor's Degree. Teachers are provided 1-2 years to obtain in-field status through one of the above-mentioned avenues. The majority of teachers choose to pursue the alternative pathway to a Colorado license. 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.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with CSI.
Financial Impact: CMA anticipates that the requested waivers will have no 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, CMA 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)(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 or the school.

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.