

RESOLUTION 1585
CONCERNING A CONTRACT AMENDMENT FOR STATUTORY WAIVER
REQUEST TO
HIGH POINT ACADEMY

WHEREAS, pursuant to the Institute Charter Schools Act, CRS 22-30.5-511, High Point Academy (“HPA”) entered into a charter contract with the Colorado Charter School Institute (“CSI”) to operate as a CSI charter school; the renewal contract takes effect July 1, 2016 and is ending on June 30, 2021;

WHEREAS, pursuant to CRS 22-2-117, the state board may grant a waiver if it determines that it would enhance educational opportunity and quality;

WHEREAS, pursuant to CRS 22-30.5-507(7)(b), the Institute, on behalf of a charter school, may apply to the state board for a waiver of state statute or rule that is not an automatic waiver;

WHEREAS, HPA submitted a request to waive out of state statutes that are not automatically waived and instead implement its proposed replacement plans to fulfill the intent of the statutory requirements;

WHEREAS, CSI staff conducted a review of the waiver request and replacement plans and will monitor implementation of plans in alignment with the intent of statutory requirements;

WHEREAS, the CSI Board approved the initial waiver request as part of the renewal application in December 2015;

WHEREAS, CDE requested additional information regarding the non-automatic waivers before submitting to the State Board of Education, and CSI subsequently worked with the school leader to clarify its replacement plan for non-automatic waivers; and

WHEREAS, CDE confirmed the updated replacement plans would be appropriate to submit to the State Board of Education;

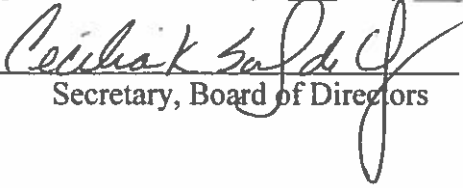
NOW THEREFORE BE IT RESOLVED by the CSI Board that the renewal charter contract with HPA be amended to reflect the non-automatic waivers previously approved by the CSI Board.

Adopted this 10th day of May, 2016.

COLORADO CHARTER SCHOOL INSTITUTE

By: 
Chair, Board of Directors

I certify that the foregoing Resolution No. 1585 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on May 10, 2016, by [unanimous voice vote] [a rollcall vote of Aye __, Nay __, and Abstention __.]

By: 
Secretary, Board of Directors

**CHARTER SCHOOL CONTRACT AMENDMENT No. 1 to the HIGH POINT
ACADEMY STATE CHARTER SCHOOL – CHARTER SCHOOL INSTITUTE
CONTRACT DATED JULY 1, 2016**

1. PARTIES

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") to the High Point Academy State Charter School -Colorado Charter School Institute Renewal Contract effective July 1, 2016 ("Renewal Contract") is made this 10th day of May, and is entered into by and between the Board of the Colorado Charter School Institute (hereinafter called "Institute"), and High Point Academy State Charter School (hereinafter called "School.")

2. FACTUAL RECITALS

The Parties will enter into the Renewal Contract on July 1, 2016. The Renewal Contract will remain in full force and effect in all its provisions, except as modified herein, effective July 1, 2016.

3. CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements herein set forth.

4. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Renewal Contract, and all prior amendments thereto, if any, remain in full force and effect, except as specifically modified herein.

5. MODIFICATIONS TO ORIGINAL CONTRACT

Exhibit C of the Renewal Contract is modified to align with state guidance as included in Attachment 1 below.

6. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall be effective and enforceable on July 1, 2016 (hereinafter, "Effective Date").

7. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Renewal Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

8. AVAILABLE FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AMENDMENT NO. 1.

COLORADO CHARTER SCHOOL INSTITUTE
By: 
Chair, Board of Directors

HIGH POINT ACADEMY STATE CHARTER SCHOOL
By: 
Chair, Board of Directors

APPROVED AS TO FORM:

CYNTHIA H. COFFMAN
Attorney General

BY: _____
Assistant Attorney General

Attachment 1

EXHIBIT C: REQUESTED WAIVERS

AUTOMATIC WAIVERS:

22-32-109 (1)(f)	Local board duties concerning selection of personnel and pay
22-32-110 (1)(h)	Local board powers concerning employment termination of school personnel.
22-32-126	Employment and authority of principals
22-63-301	Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
22-63-302	Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
22-63-401	Teacher employment, compensation and dismissal act of 1990;
22-63-402	Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
22-63-403	Teacher employment, compensation and dismissal act of 1990; payment of salaries
22-32-109 (1)(b)	Local Board Duties Concerning Competitive Bidding
22-32-110(1)(ee)	Employment of Teacher Aides and Non-Certified Personnel
22-32-110(1)(i)	Reimbursement of Employees for Expenses Incurred by Employees
22-32-110(1)(j)	Procurement of Group Life, Health or Accident Insurance for Employees.
22-32-109(1)(t)	Determination of educational program (Board of Education - Specific Duties)
22-33-104(4)	Compulsory School Attendance (School Attendance Law)
22-32-110(1)(k)	Policies and Regulations Regarding Employee Training, Welfare , Conduct, etc. (Board of Education – Specific Powers)
22-32-109 (1) (n) (II) (A)	Restricts parent – teacher conferences and staff in-service programs to 24 hours per school year (Board of Education – specific duties)

NON-AUTOMATIC WAIVERS:

22-9-106	Local board duties concerning performance evaluations for licensed personnel
22-63-201	Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception
22-63-203	Employment of probationary teachers
22-63-206	Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation
22-32-109(1)(n)(l)	Length of School Year and Hours of Instruction and School Calendar (Board of Education – Specific Duties)
22-1-110	Effect of Use of Alcohol and Controlled Substances to be Taught
22-32-120	Establishment and Operation of Food Service Facilities
22-33-107	Enforcement of Compulsory School Attendance
22-33-105	Suspension, Expulsion and Denial of Admission
22-32-117	Miscellaneous Fees (Board of Education – Specific Powers)
22-32-118	Summer Schools – continuation, evening, and community education programs

C.R.S. 22-9-106 Local board duties concerning performance evaluations for licensed personnel

Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district’s reporting requirements to the state board, and the minimum information required in the district’s written evaluation system.

Rationale: HPA will offer teacher evaluations in periodically in accordance with its established policy.

Replacement Plan: HPA will provide a supportive evaluation process for all staff. Teachers will be held accountable to the Executive Director of HPA and the Board of Directors of HPA. At a minimum, the evaluation system will consist of the procedures adopted by the Executive Director and adopted as policy by the Board of Directors. This evaluation system is in place, all staff are trained in that system, and there are clear quality standards for those being evaluated and for the evaluator. This may include, but is not limited to: Sample Lesson Plans, Observations by administration and teacher review committee; and Parent surveys. This replacement plan will meet the intent of the law.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

Evaluation: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Contract.

Expected Outcome: HPA will implement its program, and evaluate its teachers in a manner that produces greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. 22-63-201 Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception

Prohibits the Board from entering into an employment contract with a person who does not hold a teacher’s certificate or letter of authorization.

Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. HPA must be able to look beyond the traditional licensure in its teachers.

Replacement Plan: HPA will employ teachers, who will report to the Executive Director, as approved by the board of director or hiring committee. All teachers will meet federal Highly Qualified requirements. This replacement plan will meet the intent of the law.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

Evaluation: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: HPA will select and employ teachers who can instruct effectively within the curricular model and Mission, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. 22-63-203 Employment of probationary teachers Sets forth that during the first three school years that a teacher is employed on a full-time continuous basis, such teacher shall be considered to be a probationary teacher whose employment contract may be subject to non-renewal.

Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. HPA must be able to look beyond traditional contracts and employ teachers on an “at-will” basis. Teachers not able to instruct in the specific curriculum after training and guidance must be terminated.

Replacement Plan: HPA will make its own determination as to certification or other requirements for staff, subject to applicable federal law.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

Evaluation: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the contract.

Expected Outcome: HPA will be able to employ professional staff possessing skills and/or backgrounds uniquely servicing its curricular model, or filling needed positions.

C.R.S. 22-63-206 Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation Suggests that a teacher may be transferred upon the recommendation of the chief administrative officer of a school district from one school, position, or grade level.

Rationale: HPA will not transfer from one school and/or district to another. However, teachers may change positions and/or grade levels within HPA.

Replacement Plan: HPA will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

Evaluation: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the contract.

Expected Outcome: HPA will be able to manage its own personnel affairs. Consistent with the terms of the approved application, the contract and the Colorado Charter Schools Act, the School will provide assistance for teachers to transfer back into district schools if they so choose.

C.R.S. 22-32-109(1)(n)(I) Length of School Year and Hours of Instruction and School Calendar (Board of Education – Specific Duties)

Rationale: The school year at HPA will total approximately 180 days per year. HPA will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. Because HPA may offer after-hours tutoring, flexibility in the schedule is essential. The total number of student hours in school will equal or exceed those of the state minimum requirements described in C.R.S. 22-32-109 (1) (m) (II) (A) and elsewhere in Colorado statutes.

Replacement Plan: The final calendar and the School’s daily schedule will be designed after approval of the contract and will not be subject to the local district.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, in the contract.

Expected Outcome: As a result of this waiver, HPA will be able to operate with an independent calendar and schedule, which is vital to the success of its program.

C.R.S. 22-1-110: Effect of Use of Alcohol and Controlled Substances to be Taught

Rationale: This statute requires schools to teach the effects, the social dangers of use and the illegal aspects of use of alcohol and controlled substances.

Replacement Plan: HPA’s Board of Directors will have the authority to determine the educational program and instructional material and strategy use to teach these topics and the extent to which these topics will be integrated into the curriculum.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, in the contract.

Expected Outcome: HPA will be responsible for identifying the instructional materials and strategies used to teach these topics, implementing its curriculum and ensuring that students meet the state standards.

C.R.S. 22-32-120 Establishment and Operation of Food Service Facilities

Rationale: HPA will be operating independently and should be delegated the authority to provide food service.

Replacement Plan: HPA will determine provision of food service to its students through participation with a the Institute, or a local charter SFA or otherwise.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

How the Impact of the Waivers Will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness and impact of the policy.

Expected Outcome: As a result of this waiver, HPA will be able to address food service in accordance to the limitations of the school’s facility and financial status.

C.R.S. 22-33-107 Enforcement of Compulsory School Attendance

Rationale: These statutes require the local school district to adopt and enforce a written policy setting forth the district’s attendance requirement.

Replacement Plan: HPA will develop its own attendance policy commensurate with its academic programs.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, in the contract.

Expected Outcome: HPA will develop and enforce its own school attendance policy.

C.R.S. 22-33-105 Suspension, Expulsion and Denial of Admission

Rationale: Because it operates with autonomy, HPA should have the authority to establish its own student discipline and conduct code, and to suspend and expel students from HPA according to its own policy, as long as this policy is in accordance with state and federal laws.

Replacement Plan: These policies will be established by HPA, in accordance with applicable law.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

How the Impact of the Waivers Will be Evaluated: The objective of these waivers is to allow HPA to create a safe and productive atmosphere for student learning. Therefore, the impact of these waivers will be measured by the same performance criteria and assessments that apply to the school.

Expected Outcome: HPA expects that as a result of these waivers it will be able to hold students more directly accountable for their conduct and ensure a safe and productive learning environment for students.

C.R.S. 22-32-117 Miscellaneous Fees (Board of Education – Specific Powers)

Rationale: Fees associated with lost or damaged text books and equipment can be charged to non-indigent students.

Replacement Plan: HPA will develop its own plan of required academic materials and the associated replacement costs.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, in the contract.

Expected Outcome: As a result of this waiver, HPA will be better able to maintain communications between parents and teachers, and provide needed in-service programs.

C.R.S. 22-32-118 Summer Schools – continuation, evening, and community education programs

Rationale: These statutes allow the local district's Board of Education to assess miscellaneous fees collected on a voluntary basis as a condition of participation or attendance at a school-sponsored activity or program not within the academic portion of the educational program.

Replacement Plan: HPA will develop and publish policies and a fee schedule for activities, summer and after-school programs. HPA will note the nature of the fees (mandatory or voluntary), any dispensations for students eligible for free and reduced lunch, and the consequences of non-payment.

Financial Impact: HPA anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, in the contract.

Expected Outcome: As a result of this waiver HPA may assess miscellaneous fees collected on a voluntary basis as a condition of participation or attendance at a school-sponsored activity or program not within the academic portion of the educational program. It will also allow HPA to develop summer school and evening programs at the school's facility.