

**CHARTER SCHOOL CONTRACT AMENDMENT No. 2 TO THE HIGH POINT ACADEMY –
CHARTER SCHOOL INSTITUTE CONTRACT DATED JULY 1, 2016**

1. PARTIES

THIS CONTRACT AMENDMENT NUMBER 2 ("Amendment") to the High Point Academy - Colorado Charter School Institute Contract dated July 1, 2016 ("Renewal Contract") is made this 24th day of October, 2017, and is entered into by and between the Board of the Colorado Charter School Institute (hereinafter called "Institute"), and High Point Academy (hereinafter called "School.")

2. FACTUAL RECITALS

The Parties entered into the Renewal Contract on July 1, 2016 in order to renew the School's contract as an Institute Charter School in Colorado. Said Renewal Contract remains in full force and effect in all its provisions, except as modified herein, through June 30, 2021.

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

The Renewal Contract is modified to incorporate the attached Waiver into Exhibit C, in addition to the existing waivers already received pursuant to Contract Amendment No. 1 executed on May 10, 2016 (see Resolution 1585).

6. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall be effective and enforceable upon signature of the parties (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 Original 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. 2.

COLORADO CHARTER SCHOOL INSTITUTE

By: 
Chair, Board of Directors

APPROVED AS TO FORM:

CYNTHIA H. COFFMAN
Attorney General

BY: 
Assistant Attorney General

HIGH POINT ACADEMY

By: 
Chair, Board of Directors

EXHIBIT C: WAIVERS

ADD THE FOLLOWING WAIVER TO THE EXISTING AUTOMATIC AND NON-AUTOMATIC WAIVERS ALREADY RECEIVED:

Contact Information
School Name: High Point Academy
School Address (mailing): 6750 N. Dunkirk St., Aurora, CO 80019
Charter School Waiver Contact Name: Keri Melmed
Charter School Waiver Contact Phone Number: (303) 217-5152
Charter School Waiver Contact Email: kmelmed@highpointacademy.net
Charter School Institute Waiver Contact Name: Trish Krajniak
Charter School Institute Waiver Contact Phone Number: 303-866-6960
Charter School Institute Waiver Contact Email: trishkrajniak@csi.state.co.us

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

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(l) Commissioner-Duties

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 Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the Principal. Additionally, the school will 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)(l), but will still report on in-field/out-of-field.

Replacement Plan: Instead, the school will use its own evaluation system as agreed to in the charter contract with the Charter School Institute ("CSI"). The school's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for the school's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, 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 the TSDL collection; however, teacher performance 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 the 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 same performance criteria and assessments that apply to the school, 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.