

CHARTER SCHOOL CONTRACT AMENDMENT No. 2 TO THE COLORADO EARLY COLLEGE - AURORA – CHARTER SCHOOL INSTITUTE CONTRACT DATED JULY 1, 2017

1. PARTIES

THIS CONTRACT AMENDMENT NUMBER 2 ("Amendment") to the Colorado Early College - Aurora - Colorado Charter School Institute Contract dated July 1, 2017 ("Contract") is made this 21st day of August, 2018, and is entered into by and between the Board of the Colorado Charter School Institute (hereinafter called "Institute"), and Colorado Early College - Aurora (hereinafter called "School.")

2. FACTUAL RECITALS

The Parties entered into the Contract on July 1, 2017 in order to establish the School as an Institute Charter School in Colorado. Said Contract remains in full force and effect in all its provisions, except as modified herein.

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 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 Contract is modified to incorporate the attached additional non-automatic waiver. See below. All other existing waivers remain in full force and effect.

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 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

COLORADO EARLY COLLEGE - AURORA

By: _____
Chair, Board of Directors

EXHIBIT C: WAIVERS

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 must have the ability to determine procedures for suspension, expulsion, and denial of admission in accordance with state law and to hear the appeal of any such decisions.
Replacement Plan: The charter contract delegates the authority to suspend, expel, and deny admission to students 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 its 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 suspensions, expulsions, and denial of admissions at the local level, with administrative oversight by CSI.