

**CHARTER SCHOOL CONTRACT AMENDMENT No. 3 TO THE PINNACLE CHARTER SCHOOL – CHARTER SCHOOL INSTITUTE CONTRACT DATED JULY 1, 2016**

1. PARTIES

THIS CONTRACT AMENDMENT NUMBER 3 ("Amendment") to The Pinnacle Charter School - Colorado Charter School Institute Contract dated July 1, 2016 ("Renewal Contract") is made this 19<sup>th</sup> day of February, 2019, and is entered into by and between the Board of the Colorado Charter School Institute (hereinafter called "Institute"), and The Pinnacle Charter School (hereinafter called "School.")

2. FACTUAL RECITALS

The Parties entered into the Renewal Contract on July 1, 2016 in order to renew the School as an Institute Charter School in Colorado. The Renewal Contract set forth a three-year contract term with an optional two-year contract extension if the elementary school attains a Colorado Department of Education ("CDE") and CSI rating of Improvement and the middle and high school levels attain a CDE and CSI rating of Performance at the end of the three-year term. The School has satisfied this performance milestone.

Additionally, the waiver requests submitted to the Colorado State Board of Education requested only a waiver term of three years and did not account for the optional two-year extension. Said Renewal 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 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

Because The School met its performance milestone, the Renewal Contract is modified as follows:

2.2 Term. This Contract is effective as of July 1, 2016 and is to terminate on June 30, 2021. 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 five (5) years, 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.

Further, Exhibit C of the Renewal Contract is modified to incorporate the attached revised Exhibit C.

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 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. 3.

APPROVED AS TO FORM:

Philip J. Weiser  
Attorney General

BY:   
Assistant Attorney General

COLORADO CHARTER SCHOOL INSTITUTE

By:   
Chair, Board of Directors

THE PINNACLE CHARTER SCHOOL

By:   
Chair, Board of Directors

**EXHIBIT C: WAIVERS**  
**REQUESTED WAIVERS**

Contact Information
<b>School Name:</b> Pinnacle Charter School
<b>School Address (mailing):</b> 1001 W. 84 <sup>th</sup> Ave, Federal Heights, CO 80260
<b>Charter School Waiver Contact Name:</b> Chad Miller
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<b>Charter School Institute Waiver Contact Name:</b> Trish Krajniak
<b>Charter School Institute Waiver Contact Phone Number:</b> 303-866-6960
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<b>Automatic Waivers</b>	
<b>State Statute Citation</b>	<b>Description</b>
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: 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 Administrators, Principals or designees 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 Administrators or Principals. 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)(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 performance and 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 waiver will have no financial impact on the CSI. Pinnacle Charter School will assume any and all associated costs of its Performance Appraisal System within the school’s annual budget.

**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.

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

**C.R.S. § 22-32-109(1)(n)(l) Board of Education-Specific Duties School Calendar**

**C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar**

**C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours**

**Rationale:** The school year at Pinnacle Charter School will total the number of days per year to meet or exceed the current contact hour requirement in state statute. The school will always meet at least the minimum required time as directed by CDE for corresponding grade levels.

**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 District. The final calendar and the school's daily schedule will be designed by the School's Board of Directors or their designee(s) and will meet or exceed the requirements in state statute. In accordance with Charter School Institute policy, the school will submit its calendar annually to the Institute for review and will not make any material modifications to the calendar without prior approval by the Institute. To the extent practicable, modifications will be requested at least 60 days prior to the proposed date of change.

**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:** 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:** 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. § 22-63-201 Employment Certificate required**

**Rationale:** The school must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The head of school and other administrator(s) do not function as a traditional District school principal, but rather are 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. Pinnacle Charter School instructional staff 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. Special Education Teachers will hold the requisite state license and endorsement. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

**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:** 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 Agreement.

**Expected Outcome:** As a result of this waiver, the school 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. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision**  
**C.R.S. § 22-63-203 Probationary Teachers-renewal and non-renewal of employment contract**  
**C.R.S. § 22-63-203.5 Nonprobationary portability**  
**C.R.S. § 22-63-205 Exchange of teachers - exchange educator interim authorization**  
**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 nor the District 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. Pinnacle Charter School employees are employed with the school until either party chooses separation. The school maintains an employment handbook which contains personnel policies pertaining to payment of salaries upon termination/separation. 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 transfers.

**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:** 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 Agreement.

**Expected Outcome:** The school expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

**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, donations, and grants**

**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 District, 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 the District, 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:** 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:** 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:** The school expects that, as a result of this waiver, it will be able to manage its own financial affairs.

**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.