

**CHARTER SCHOOL CONTRACT AMENDMENT No. 1 to the LAUNCH STATE  
CHARTER HIGH SCHOOL – CHARTER SCHOOL INSTITUTE CONTRACT DATED  
OCTOBER 13, 2015**

**1. PARTIES**

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") to the Launch State Charter High School -Colorado Charter School Institute Contract dated February 10, 2015 ("Original Contract") is made this 10<sup>th</sup> day of May, and is entered into by and between the Board of the Colorado Charter School Institute (hereinafter called "Institute"), and Launch State Charter High School, doing business as Launch High School, (hereinafter called "School.")

**2. FACTUAL RECITALS**

The Parties entered into the Original Contract on October 13, 2015, in order for the School to become an Institute Charter School in Colorado. Said Original Contract remains in full force and effect in all its provisions, except as modified herein, through June 30, 2019.

**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 Original 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 Original Contract is modified to incorporate the requested waivers as shown in Attachment 1.

**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. 1.**

**COLORADO CHARTER SCHOOL INSTITUTE**

By: 

Chair, Board of Directors

**LAUNCH CHARTER HIGH SCHOOL**

By: \_\_\_\_\_

Chair, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**CYNTHIA H. COFFMAN  
Attorney General**

BY: \_\_\_\_\_

Assistant Attorney General

**Attachment 1**

The Launch High School Governing Board requests waivers from state statute and district policy in order to better meet its mission, goals, objectives, and to implement its educational and operational programs. Launch requests each and all of these waivers remain in effect for the duration of the charter school contract. For the purposes of expressing the rationale, impact and evaluation of these requests the waivers have been categorized into Automatic State Waivers and Non-Automatic State Waivers.

**Automatic State Waivers**

Launch High School requests all automatic state waivers. The state statute citation and description for automatic waivers is below.

**Automatic Waivers**

<b>Statute</b>	<b>Description</b>
22-32-109(1)(b)	Local Board Duties Concerning Competitive Bidding
22-32-109(1)(f)	Local Board Duties Concerning Selection of Staff, and Pay
22-32-109(1)(n)(II)(A)	Determine teacher-pupil contact hours
2-32-109(1)(l)	Local Board Duties Concerning Textbooks and Curriculum
22-32-110(1)(h)	Local Board Powers-Terminate employment of personnel
22-32-110(1)(i)	Local Board Powers-Reimburse employees for expenses
22-32-110(1)(j)	Local Board Powers-Procure life, health, or accident insurance
22-32-110(1)(k)	Local Board Powers-Policies relating to in service training and official conduct
22-32-110(1)(y)	Local Board Powers-Accepting gifts, donations, and grants
22-32-110(1)(ee)	Local Board Powers-Employ teachers' aides and other non-certificated personnel
22-32-126	Employment and Authority of Principals
22-33-104(4)	Compulsory School Attendance-Attendance policies and excused absences
22-63-301	Teacher Employment Act-Grounds for dismissal

- 22-63-302 Teacher Employment Act-Procedures for dismissal of teachers
- 22-63-401 Teacher Employment Act-Teachers subject to adopted salary schedule
- 22-63-402 Teacher Employment Act-Certificate required to pay teachers
- 22-63-403 Teacher Employment Act-Describes payment of salaries
- 22-1-112 School Year – National Holidays

**Non-Automatic State Waivers**

<b>Statute</b>	<b>Description</b>
22-1-110	Education Regarding Alcohol and Controlled Substances
22-1-128	Education Regarding Human Sexuality
22-2-112(1)(q)(I)	Commissioner-Duties
22-9-106	Local Board Duties Concerning Performance Evaluations
22-32-109(1)(n)(I)	Local Board Duties Concerning School Calendar
22-32-109(1)(n)(II)(B)	Adopt district calendar
22-32-109(1)(cc)	Adopt a dress code policy
22-33-105	Suspensions, Expulsions and Denial of Admission
22-63-201	Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202	Teacher Employment Act - Contracts in writing, damage provision
22-63-203	Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal
22-63-205	Exchange of Teachers
22-63-206	Teacher Employment Act-Transfer of teachers
301-81	Rules Governing standards for Individual Career and Academic Plans

**Non-automatic State Waivers – Rationale and Replacement Plan**

**C.R.S. § 22-1-110      Education Regarding Alcohol and Controlled Substances**

**Rationale:** Launch High School must be responsible for adopting its own curriculum, including its own age-appropriate education program regarding alcohol and controlled substances.

**Replacement Plan:** Launch High School will adopt its own curriculum regarding alcohol and controlled substances.

**Financial Impact:** Launch High School anticipates that the requested waivers will have no financial impact the District. Launch High School will be able to employ teachers and determine compensation in alignment with its budget, which will be approved in accordance with the procedures set forth in the Contract.

**How the impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, Launch High School will present an age-appropriate curriculum regarding alcohol and controlled substances in line with its curriculum and pedagogical methods and standards.

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**C.R.S. § 22-1-128      Education Regarding Human Sexuality**

**Rationale:** Launch High School must be responsible for adopting its own curriculum, including its own age-appropriate family life/sex education program.

**Replacement Plan:** Launch High School may adopt its own curriculum regarding human sexuality. If such a curriculum plan is adopted for use, Launch will notify all parents, prior to implementation of the planned curriculum, all requirements as outlined in law. Regardless, the Launch curriculum will cover Health and Physical Education Standards.

**Financial Impact:** Launch High School anticipates that the requested waivers will have no financial impact the District. Launch High School will be able to employ teachers and determine compensation in alignment with its budget, which will be approved in accordance with the procedures set forth in the Contract.

**How the impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, Launch High School may present an age-appropriate curriculum regarding human sexuality in line with its curriculum and pedagogical methods and standards.

**C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties**

**Rationale:** Launch High School has also requested a waiver of § 22-9-106, C.R.S., which enables us to develop and implement our own staff performance evaluations. In addition this waiver will remove the requirement to report its teacher evaluation ratings as part of the commissioner’s report. This will allow the school to more effectively implement its educational program and better meet its goals and objectives.

**Replacement Plan:** Launch High School has requested a waiver of § 22-9-106, C.R.S., which allows the school to use its own evaluation system that staff have been trained on and meet the intent of statute. While Launch will not be required to report its teacher evaluation data, the teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

**Duration of the Waiver:** Launch High School requests that this waiver remain in effect for the duration of the contract with CSI.

**Financial Impact:** Launch High School anticipates that the waiver will have no negative financial impact upon the school or CSI.

**How the Impact of the Waiver will be evaluated:** The impact of this waiver will be measured by the ongoing evaluation of the teaching staff relative to specific duties they will perform. Ultimately, Launch High School expects that overall student achievement will be positively influenced by a staff which is trained and evaluated according to current best practices in education.

**Expected Outcome:** Launch high School anticipates that the result of this waiver will be a highly trained staff with appropriate skills in education.

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**C.R.S. § 22-9-106 Local Board of Education - Duties, Certificated Personnel Evaluations.**  
(Substantive)

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D)

**Rationale:** The school uses its own evaluation system as agreed to in the application and contract. The school’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the school’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191.

**Replacement Plan:** Launch High School will evaluate its personnel pursuant to its adopted evaluation plan. Launch High School’s evaluation plan will be available for review.

**Financial Impact:** Launch High School anticipates that the requested waiver will have no financial impact upon the District School Board, or the school’s 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 similar performance criteria and assessments across all grade levels and include student growth data.

**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.

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**C.R.S. § 22-32-109(I)(n)(I) & (II)(B) Local Board Duties concerning the school calendar and adopting a district calendar.**

**Rationale:** The District calendar may not be the most effective for all students around the state. The school will prescribe its own school calendar as approved by the board and its administration.

**Replacement Plan:** Launch High School will adopt a school calendar, approved by the Launch High School Governing Board, and submitted to the district for approval.

**Financial Impact:** Launch High School anticipates that the requested waivers will have no additional financial impact upon the district.

**How the Impact of the Waiver 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 Contract.

**Expected Outcome:** Launch High School expects that as a result of this waiver it will be able to implement its curriculum appropriately, and ensure that students meet the educational and performance standards of the School.

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**C.R.S. § 22-32-109(1) (cc) Adopt a dress code policy**

**Rationale:** Launch High School should be responsible for the development of its own dress code policy for its employees and students in order to maintain a professional, education-focused atmosphere.

**Replacement Plan:** Launch High School will adopt its own dress code policy.

**Financial Impact:** Launch High School anticipates that the requested waivers will have no financial impact the District. Launch High School will be able to employ teachers and determine applicable dress codes in accordance with the school’s budget (if applicable).

**How the impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, Launch High School should be able to maintain the professional standards expected of Launch High School personnel and provide instruction to students in accordance with the philosophy and mission of the school.

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**C.R.S. § 22-33-105 Suspensions, Expulsions and Denial of Admission**

**Rationale:** The Head of School of Launch High School must have the authority to enforce suspensions, expulsions and denials of admission, and their related areas and requests the delegation of such authority from its authorizer.

**Replacement Plan:** Launch High School will adopt its own suspension, expulsion and denials of admission, consistent with the Contract and state statute. Launch will follow state statutes regarding the enforcement of suspensions, expulsions and denials of admission, and their related areas

**Financial Impact:** Launch High School anticipates that the requested waivers will have no financial impact the District.

**How the impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, Launch High School should be able to maintain discipline and decorum in the best interest of the School.

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**C.R.S. § 22-63-201     Teacher Employment Act – Compensation & Dismissal**

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

**C.R.S. § 22-63-202     Teacher Employment Act – Contracts in Writing, Damage Provision** Prohibits board from entering into an employment contract with a person who does not hold a teacher’s certificate or letter of authorization.

**Rationale:** Launch High School should be granted the authority to hire teachers and Heads of School that will support the school’s goals and objectives at the rates determined by Launch High School. Launch High School will seek to attract Heads of School and teachers from a wide variety of backgrounds who are licensed, but which may also include 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 Launch High School will be employed on an at-will basis.

**Replacement Plan:** Launch High School where possible, will hire certified/licensed Highly Qualified teachers and Heads of School. However, in some instances it may be advantageous for Launch High School to be able to hire teachers and/or Heads of School without a certificate, but remain Highly Qualified and who possess unique backgrounds and/or skills or fill the needs of the school in order to best serve the School’s students.

**Financial Impact:** Launch High School anticipates that the requested waivers will have no financial impact upon the District.

**How the Impact of the Waivers will be Evaluated:** The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply, as per the Contract. **Expected Outcome:** As a result of these waivers, Launch High School will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.



**C.R.S. § 22-63-203**     Probationary Teachers - renewal and non-renewal of employment contract. Specific Duties.

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

Rationale: Launch High School should be granted the authority to hire teachers and Heads of School that will support the school's goals and objectives at the rates determined by Launch High School. Launch High School will seek to attract Heads of School and teachers from a wide variety of backgrounds who are licensed, but which may also include 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 Launch High School will be employed on an at-will basis.

Replacement Plan: Launch High School where possible, will hire certified/licensed Highly Qualified teachers and Heads of School. However, in some instances it may be advantageous for Launch High School to be able to hire teachers and/or Heads of School without a certificate, but who remain Highly Qualified and who possess unique backgrounds and/or skills or fill the needs of the School in order to best serve the School's students.

Financial Impact: Launch High School anticipates that the requested waivers will have no financial impact upon the District.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply, as per the Contract. Expected Outcome: As a result of these waivers, Launch High School will be able to employ

professional staff possessing unique skills and/or background filling all staff needs as they arise.

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**C.R.S. § 22-63-205**     Exchange of Teachers

Rationale: Launch High School must be responsible for all employment decisions, and, in order to meet its unique educational goals and objectives, must not have its teachers subject to exchange or be forced to accept teachers from another school.

Replacement Plan: Launch High School will be responsible for all hiring, termination and exchange procedures and policies for its teachers. Launch High School will reasonably consider any proposed teacher exchange, but no exchange of teachers from or to the school shall be made without Launch High School's prior written consent.

Financial Impact: Launch High School anticipates that the requested waivers will have no financial impact the District.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, Launch High School will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.

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**C.R.S. § 22-63-206    Teacher Employment Act, Transfer of Teachers (Substantive)**

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

**Rationale:** Launch High School is granted the authority under the Contract to select its own teachers. The District should not have the authority to transfer its teachers into Launch High School or transfer teachers from Launch High School to District schools.

**Replacement Plan:** Launch High School will hire teachers on a best-qualified basis in the determination of the Head of School or his or her delegates for all grades served. Teachers at the School shall not be subject to compulsory transfer absent consent of the school, nor must the school accept teachers transferred from another school in the District absent consent by the school.

**Financial Impact:** Launch High School anticipates that the requested waivers will have no financial impact on the District.

**How the Impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments, as set forth in the Contract.

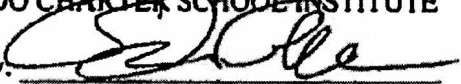
**Expected Outcome:** Launch High School expects that as a result of this waiver it will be able to manage its own personnel affairs. Consistent with the terms of the Contract and the Colorado Charter School Law, Launch High School will provide the opportunity for teachers to transfer back into the District if they so choose.

**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

LAUNCH CHARTER HIGH SCHOOL

By:   
Chair, Board of Directors

Date: 05/19/2016

APPROVED AS TO FORM:

CYNTHIA H. COFFMAN  
Attorney General

BY: \_\_\_\_\_  
Assistant Attorney General