

## **ADDENDUM TO FIRST AMENDED CHARTER SCHOOL CONTRACT**

This Addendum to First Amended Charter School Contract ("Addendum"), effective as of July 1, 2011, is made and entered into by and between Poudre School District R-1 ("School District") and Liberty Common School ("Liberty Common"). This Addendum supersedes the First Amended Charter School Contract dated June 23, 2009 between the School District and Liberty Common (the "First Amended Contract") and the Addendum to First Amended Charter School Contract effective as of July 1, 2010 (the "2010 Addendum") by adding to, deleting from and modifying the First Amended Contract as set forth herein and by terminating and replacing the 2010 Addendum. To the extent any addition to, deletion from or modification of the First Amended Contract results in any conflict or inconsistency between the First Amended Contract and this Addendum, this Addendum shall govern and the terms of the First Amended Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

### **RECITALS**

WHEREAS, the School District and Liberty Common entered into the First Amended Contract pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 *et seq.*; and

WHEREAS, the Charter Schools Act provides that the contract between a charter school and a school district may be amended or modified upon agreement of the parties; and

WHEREAS, paragraph 7.14 of the First Amended Contract provides in relevant part that: "On or before each June 30 this Contract is in effect, Liberty Common shall sign an addendum to charter school contract that includes but is not limited to an updated section 6 (Economic Plan, Budget and Annual Audit) and other amendments to the Contract necessitated by new legislation, other changes in the law and/or operating efficiencies"; and

WHEREAS, pursuant to paragraph 7.14 of the First Amended Contract the parties executed the 2010 Addendum effective as of July 1, 2010 for the 2010-2011 school year, and now wish to terminate and replace the 2010 Addendum for the 2011-2012 school year with this Addendum.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants, and payments described in the First Amended Contract and this Addendum, the parties agree to amend the First Amended Contract as follows:

### **AGREEMENT**

1. The 2010 Addendum (including the exhibits attached thereto) is terminated in its entirety and replaced by this Addendum.
2. "Assistant Superintendent of Elementary Schools" shall be substituted for "Assistant Superintendent of Business Services" at each and every place the latter job title

appears in paragraphs 4.1.3, 4.7, 7.9.6, 7.9.7, 7.13, 9.2.1 and 10 of the First Amended Contract. "Budget Manager" shall be substituted for "Assistant Superintendent of Business Services" at each and every place the latter job title appears in paragraphs 4.4, 6.1.6, 6.1.7 and 6.2.7 of the First Amended Contract.

3. Paragraph 2.4 of the First Amended Contract is amended to read as follows: "Liberty Common shall comply with the educational accountability provisions of Colorado law, as amended from time to time, including but not limited to the Education Reform Act, C.R.S. §§ 22-7-401 *et seq.*; the Preschool to Postsecondary Education Alignment Act, C.R.S. §§ 22-7-1001 *et seq.*; and the Education Accountability Act of 2009, C.R.S. §§ 22-11-101 *et seq.*; shall comply with the Accreditation Rules of the Colorado State Board of Education, including but not limited to tailoring educational programming to meet the individual needs of 'exceptional children' as defined in such Rules unless the State Board of Education grants a request by the School District and Liberty Common to waive any of said rules; and shall comply with the School District's Accreditation Contract, as amended from time to time."

4. The first sentence of paragraph 6.1.1 of the First Amended Contract is amended to read as follows: "During the 2011-2012 school year, the parties agree that the School District shall provide funding to Liberty Common in the amount of one hundred percent (100%) of School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), less two percent (2%) of PPR retained by the School District to cover Liberty Common's projected share of central administrative overhead costs as defined by C.R.S. § 22-30.5-112(2)(a.5)(I), for each funded FTE pupil enrolled at Liberty Common."

5. The second sentence of paragraph 6.1.1 of the First Amended Contract is deleted, and the third sentence of paragraph 6.1.1 of the First Amended Contract is amended to read as follows: "Also during the 2011-2012 school year, the School District shall provide Liberty Common with funding from the 1988 mill levy override election in an amount calculated by dividing the 1988 override amount by the number of funded FTE pupils enrolled in the School District (not including those enrolled at Ridgeview Classical Schools) and multiplying that quotient by the number of funded FTE pupils enrolled at Liberty Common, shall provide Liberty Common with funding from the 2000 mill levy override election in the amount of \$44,590.00, and shall provide Liberty Common with funding from the 2010 mill levy override and bond issue in accordance with Exhibit H."

6. Exhibit H, which is attached to this Addendum, is added as an exhibit to the First Amended Contract.

7. The second sentence of paragraph 6.1.4 of the First Amended Contract is amended to read as follows: "Such funding shall be accounted for as part of the reconciliation within 90 days after the end of the fiscal year specified in paragraph 6.2.3 of this Contract."

8. The first clause of section 6.2 of the First Amended Contract is amended to read as follows: "Liberty Common's 2011-2012 Budget submitted to the School District, attached as Exhibit C, is amended as follows: . . . ."

9. The second sentence of paragraph 7.9.3 of the First Amended Contract is amended to read as follows: "Liberty Common shall not have any authority to enter into any agreement or make any commitment that gives rise to a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever on the part of Liberty Common or the School District without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years."

10. The first sentence of paragraph 8.1 of the First Amended Contract is amended to read as follows: "Personnel may be selected by Liberty Common subject to compliance with all federal and state laws, including but not limited to requirements concerning the recruitment of applicants, highly qualified status, and the use of background and criminal checks, unless the State Board of Education grants a waiver requested by the School District and Liberty Common."

11. Exhibit B to the First Amended Contract is amended, and the amended version of Exhibit B is attached to this Addendum.

12. Exhibit C to the First Amended Contract is amended, and the amended version of Exhibit C is attached to this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date first above written.

LIBERTY COMMON SCHOOL

By: Will Hunt III  
President, Board of Directors

ATTEST:

[Signature]  
Secretary, Board of Directors

POUDRE SCHOOL DISTRICT R-1

By: Nancy Jelles  
President, Board of Education

ATTEST:

[Signature]  
Secretary, Board of Education