

**AMENDMENT NO. 1 TO
CHARTER SCHOOL RENEWAL CONTRACT**

THIS Amendment No. 1 is dated this 14th day of November, 2007 (the "Effective Date"), and is made and entered by and between MOFFAT CONSOLIDATED SCHOOL DISTRICT NO. 2 ("District") and the CRESTONE CHARTER SCHOOL ("CCS" or "School").

RECITALS

A. The District and the School entered into a Charter School Renewal Contract dated July 26, 2005 (Contract); and

B. Representatives of the parties met on July 17, 2007 to discuss certain proposals to make changes, additions and clarifications to the Contract; and

C. The parties desire to amend the Contract as set forth herein to reflect the changes additions and clarifications that were agreed upon at such meeting.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual terms and conditions herein described, the parties agree as follows:

1. Subsection 5(D)(1) of the Contract is revised to read as follows:

1. Compliance Requirements. The School agrees to comply with all District policies and regulations and the requirements of federal and state law concerning the education of children with disabilities. The School shall also be responsible for compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act (ADA) for all enrolled students. CCS personnel shall participate in developing individualized education programs ("IEPs") Section 504 accommodation plans (504 plans), identifying and referring students for assessment of special education needs, maintaining records, and delivering appropriate regular education services (at the School's sole cost) to students with disabilities consistent with the terms of their IEP or 504 plan. These regular education services shall include instruction by the classroom teacher and those supplies and services made generally available to all students.

In addition, with respect to students enrolled in the School who are qualified handicapped persons under Section 504 but who are not eligible for special education and related services under other federal and state laws and regulations concerning the education of children with disabilities, the School shall provide all reasonable accommodations and services required to comply with Section 504 or to otherwise satisfy the School's responsibilities specified in the student's 504 plan, including, but not limited to, special education and related services. The School shall pay its own costs and expenses for providing all

Section 504 accommodations and services to such students.

2. Subsection 5(E) of the Contract is revised to read as follows:

E. English Language Learners. The School agrees to follow District policy (including any future agreement or plan between the District and the Office of Civil Rights) concerning students with limited English proficiency (LEP), and shall comply with any other applicable state and federal laws and regulations concerning the identification, assessment and instruction of LEP students, including any requirements for delivery of appropriate educational services to such students in order to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional programs. CCS shall, at its own cost and expense, provide the personnel, services and programs at the School as necessary to comply with this subsection. The District's programs for identification, assessment and instruction of LEP students shall not be offered or available to the School or CCS students unless the parties reach an acceptable agreement for the District to provide such programs as an additional discretionary service pursuant to subsection 8(B) of the Contract.

3. Section 5 of the Contract shall be revised by the addition of the following new subsection (I):

I. Counseling Services. CCS may, at its own cost and expense, employ or otherwise retain the services of guidance counselors as necessary or appropriate to provide counseling services to its students. All persons employed or retained to provide such services shall have such qualifications and licensure as required by Colorado law. The District's guidance counselors shall not be available to provide services to the School or CCS students unless the parties reach an acceptable agreement for the District to provide such services pursuant to subsection 8(B) of the Contract.

4. During the first semester of the 2007-08 school year, the District will provide staff development training to CCS staff members concerning educational programs for gifted and talented students. Such training shall be conducted without charge to CCS, and shall cover legal requirements, identification of gifted and talented students, educational services for gifted students and such other topics as the District deems appropriate. The parties further agree to meet following completion of such training, but not later than June 30, 2008, to discuss how the School will meet the needs of gifted and talented students during the 2008-09 school year and subsequent school years.

5. Pursuant to Section 8(B) of the Contract, CCS agrees to purchase and the District agrees to provide mental health counseling services to CCS during the 2007-08 school year and subsequent school years on the same basis that such services are currently available to other District students. The amount to be paid by CCS for such services shall be calculated as provided in section 22-30.5-112(2)(b), C.R.S. For purposes of such calculation, the parties agree that enrollment of the District and the enrollment of the School shall be determined based on the

October 1 pupil count reported to the Colorado Department of Education for purposes of per pupil funding under the Public School Finance Act of 1994, section 22-54-101, et seq., as amended. The parties acknowledge that the District currently contracts with the San Luis Valley Comprehensive Community Mental Health Center for mental health counseling services at an annual cost of \$500, and agree that their respective obligations under this paragraph are subject to the availability of services under such contract and shall continue only so long as such contract remains in effect. If at any time such contract expires, is terminated or not renewed for any reason, the District shall have no obligation to provide mental health counseling services to CCS or its students pursuant to this paragraph.

6. Except as stated herein, all other terms, covenants and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first above written.

ATTEST:

CRESTONE CHARTER SCHOOL

By: *Annabeth Lynn*
Title: Chair
Crestone Charter School Governing Council

By: *Cyl A. [Signature]*
Title: MEMBER
Crestone Charter School Governing Council

ATTEST:

MOFFAT CONSOLIDATED SCHOOL DISTRICT NO. 2

By: *Marta Shomen*
Title: President
Board of Education

By: *Michelle A. [Signature]*
Title: Secretary
Board of Education