

**RESOLUTION 1328**

**CONCERNING AN AMENDMENT TO THE CHARTER CONTRACT WITH  
JAMES IRWIN CHARTER SCHOOLS FOR  
JAMES IRWIN CHARTER ACADEMY**

WHEREAS, pursuant to the Institute Charter Schools Act, CRS 22-30.5-511, James Irwin Charter Schools submitted a replication school application to the Colorado Charter School Institute ("CSI") for approval of a charter for a new James Irwin Charter Academy to operate as a CSI charter school;

WHEREAS, the application for James Irwin Charter Academy was approved by the CSI Board on January 15, 2013, and a charter contract was approved on February 19, 2013;

WHEREAS, in connection with the strategic plan for replication developed by James Irwin Charter Schools ("JICS"), JICS has created a Charter School Collaborative pursuant to CRS 22-30.5-601 for the provision of appropriate functions, services or facilities to charter schools contracting with the Collaborative for such services, including James Irwin Charter Academy;

WHEREAS, James Irwin Charter Academy was incorporated on May 13, 2013, as an independent nonprofit corporation with a board of directors separate from James Irwin Charter Schools; and

WHEREAS, CSI staff has reviewed the strategic plan, the narrative provided by JICS and the proposed contract between the Collaborative and James Irwin Charter Academy and has found the information sufficient to support a contract amendment to change the contracted chartering party from JICS to James Irwin Charter Academy;

NOW, THEREFORE, BE IT RESOLVED by the CSI Board, that the charter contract with James Irwin Charter Schools to operate James Irwin Charter Academy as a new CSI charter school is hereby AMENDED, in accordance with the Contract Amendment attached hereto, setting forth James Irwin Charter Academy as the charter holder;

FURTHER RESOLVED, that copies of the contract amendment be provided to James Irwin Charter Academy and the Colorado Department of Education Schools of Choice Unit.

Adopted this 18<sup>th</sup> day of June, 2013.

COLORADO CHARTER SCHOOL INSTITUTE

By:   
Chair, Board of Directors

I certify that the foregoing Resolution No. 1328 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on June 18, 2013, by [unanimous voice vote \_\_\_ ]/[a roll-call vote of Aye \_\_\_, Nay \_\_\_, and Abstention \_\_\_.]

By:   
Secretary, Board of Directors

LEGAL REVIEW

John W. Suthers, Attorney General

BY: Ember B. Day  
Assistant Attorney General

Date: JUN 18, 2013

**CHARTER SCHOOL CONTRACT AMENDMENT NO. 1  
JAMES IRWIN CHARTER SCHOOLS– CHARTER SCHOOL INSTITUTE CONTRACT  
DATED FEBRUARY 19, 2013**

**1. PARTIES**

**THIS CONTRACT AMENDMENT NO. 1** (“Amendment”) to the James Irwin Charter Schools–Colorado Charter School Institute Contract dated February 19, 2013 (“Charter Contract”) is entered into by and between the **Board of the Colorado Charter School Institute** (hereinafter called “Institute”), and **James Irwin Charter Academy** (hereinafter called “School.”)

**2. FACTUAL RECITALS**

The Parties entered into the Charter Contract 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. The parties desire that the contract be transferred from James Irwin Charter Schools to James Irwin Charter Academy, which was incorporated as a new, separate entity on May 13, 2013, as the contracted charter school. This amendment is pursuant to the transformation of James Irwin Charter Schools into a Charter School Collaborative pursuant to section 22-30.5-601 *et seq.*

**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 the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**5. MODIFICATIONS**

The Transfer Contract and all prior amendments thereto, if any, are modified as follows:

**All references to James Irwin Charter Schools are hereby changed to  
James Irwin Charter Academy.**

**6. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall be effective and enforceable upon signature of the parties (hereinafter its “Effective Date”) in accordance with its provisions.



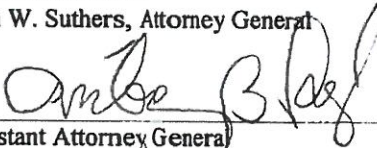
**7. ORDER OF PRECEDENCE**

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. 1

<p><b>SCHOOL</b> JAMES IRWIN CHARTER ACADEMY</p> <p>BY: <u></u> *Signature</p> <p>Name: <u>Jonathan Berg</u></p> <p>Title: <u>President, JICA Board</u></p> <p>Date: <u>July 25, 2013</u></p>	<p><b>INSTITUTE</b> COLORADO CHARTER SCHOOL INSTITUTE</p> <p>BY: <u></u> President, Colorado Charter School Institute Board</p> <p>Date: <u>6/14/2013</u></p> <p><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>BY: <u></u> Assistant Attorney General</p> <p>Date: <u>June 18, 2013</u></p>
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