**DPS performance contract excerpt for a school granted a one-year charter with a possibility of a two-year extension.**

**ATTACHMENT A-1:**

**AGREEMENT FOR HIGHLINE ACADEMY SOUTHEAST**

**RECITALS**

WHEREAS, on August 20, 2003, Denver Public Schools received an application for HIGHLINE to open a charter school referred to as HIGHLINE SOUTHEAST (“the School”);

WHEREAS, on November 6, 2003, the District’s Board of Education (“the Board”) approved HIGHLINE’s application to open HIGHLINE SOUTHEAST;

WHEREAS, on November 17, 2012, the District’s Board of Education approved HIGHLINE’S renewal application for HIGHLINE SOUTHEAST;

WHEREAS, on December 15, 2016, the District’s Board of Education approved HIGHLINE’S renewal application for HIGHLINE SOUTHEAST;

NOW THEREFORE in furtherance of the foregoing recitals, the Parties agree as follows:

**1. ESTABLISHMENT OF HIGHLINE ACADEMY SOUTHEAST**

As authorized by the Charter Schools Act, the District hereby approves the application of HIGHLINE ACADEMY to open HIGHLINE ACADEMY SOUTHEAST, upon the terms and conditions set forth in the Network Contract, this Attachment, and the terms and conditions outlined in Resolution #3753, which is hereby incorporated into this Attachment.

The Network acknowledges that the approval to open HIGHLINE ACADEMY SOUTHEAST is conditional upon the Network’s compliance with the conditions stated in Resolution #3753. The Network further acknowledges that failure to comply with these conditions is a material breach of the Network Contract and may result in revocation of the approval to open HIGHLINE ACADEMY SOUTHEAST, or withholding of funds, or other action deemed appropriate by the District.

1. GENERAL: Application Incorporated in Charter Agreement. The original application or application for renewal of the School, as approved by the Board, is incorporated to this Attachment as Appendix E (the “Application” or “Renewal Application”). The provisions of the Network Contract and this attachment will supersede and control over any conflicting or inconsistent language contained in the School Application or the Renewal Application. The provisions in the Renewal Application will supersede and control over any conflicting or inconsistent language contained in the School Application.

**2. EDUCATIONAL PROGRAM**

1. HIGHLINE ACADEMY shall implement and maintain the following characteristics of its educational program in addition to those identified in the Network Contract at HIGHLINE ACADEMY SOUTHEAST (“the School” within Exhibit A-1). These characteristics are subject to modification with the District’s written approval:

HIGHLINE SOUTHEAST is a K-8, tuition-free, DPS Charter School that works to fulfill the Highline Academy Charter Schools mission to foster a diverse and equitable community of youth and adults striving together for academic, personal, and civic excellence. It adheres to the Core Values of the organization as described on page 8 and 9 of this contract.

**3. TERM OF APPROVAL**

The Network is approved to operate HIGHLINE ACADEMY SOUTHEAST through June 30, 2020, subject to any action of the District to revoke the authority of the Network to operate the School. Pursuant to DPS Board Resolution #3753 this Contract may be extended for two years and terminate on June 30, 2022 if DPS determines that the School has met the performance conditions, stated in Resolution #3753.

**4. BENCHMARKS**

The District and Network have mutually agreed to the following additional performance benchmarks for HIGHLINE ACADEMY SOUTHEAST.

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HIGHLINE SOUTHEAST shall be rated as “Meets Expectations” or “Distinguished” on the 2017, 2018, and 2019 DPS School Performance Framework (SPF).

**5. LOCATION**

The School shall be located at 2170 S. Dahlia Street, Denver, CO 80222.

**6. ENROLLMENT**

A. Enrollment Milestones: The HIGHLINE ACADEMY acknowledges that it is critical to the ongoing viability of the School that the School maintain consistent enrollment aligned with District Projected Enrollment (“Projected Enrollment”) which the School shall have the opportunity to review and negotiate before being finalized. The following milestones are established regarding enrollment:

a. During the year preceding opening of the School:

i. By the end of SchoolChoice Round 1 during the spring prior to opening, the School shall have and maintain enrollment at the greater of the following two levels: 60% of its original application enrollment or 75 funded students, or they will reach an enrollment target to be determined at the district’s discretion prior to the beginning of SchoolChoice Round 1; and

ii. By May 15 during the spring prior to opening, the School shall have and maintain enrollment at the greater of the following two levels: 80% of its original application enrollment or 100 funded students, or they will reach an enrollment target previously determined by the district.

b. During all subsequent years of operation, by the end of SchoolChoice Round 1, the School shall have and maintain enrollment of at least 80% of its Projected Enrollment for the following school year or in cases where the projected enrollment is determined by the District to not be sufficient for the school to provide the approved educational program, the school must meet 80% of its original application or renewal application enrollment. In the event that the School does not achieve 80% of its projected enrollment for the following year by the end of SchoolChoice Round 1, or does not meet its original or renewal application target, the School shall provide the District no later than ten business days after receipt of request with a budget that demonstrates, based on the District’s sole discretion, that the School can operate the approved educational program based on the enrollment at the time of the budget submission.

B. Maximum Enrollment. The maximum number of students who may be enrolled in the School shall be 550 students, unless the School and District mutually agree to increase this number. This maximum enrollment was determined pursuant to negotiations between the District and the Network for the School and is consistent with facilitating the academic success of students enrolled in the School and facilitating the School’s ability to achieve the other objectives specified in this Contract. If the School wishes to enroll more than the maximum number of students listed above, the Network for the School must submit a written request to the District, in form and substance acceptable to the District, for review and consideration as an amendment to this Contract. The District shall approve any reasonable requests as determined by the District. This maximum enrollment should not exceed the capacity of the School facility. Each year, the School will be asked to affirm an annual maximum enrollment that will be used to determine mid-year enrollment and School Choice numbers.

C. Grade Configuration: The approved grade configuration for the School shall be K -8. If the School wishes to add or drop grade(s) within the current grade segment (e.g., adding 9th grade to a 10-12 grade configuration or dropping 6-8 from a K-8 grade configuration), the Network’s board shall submit a written request for approval outside the District’s Call for New Quality Schools process, in form and substance acceptable to the District for review and consideration as an amendment to this Contract pursuant to District processes. If the School wishes to expand to serve a new grade segment (e.g., elementary school, high school or middle school), the Network’s board shall submit an application for approval through the District’s Call for New Quality Schools process, in form and substance acceptable to the District for review and consideration as a new contract to serve the new grade levels. This application shall include, but not be limited to, an educational program plan and staffing, financial forecasts, evidence demonstrating the need for the new grade segment, alignment with regional feeder patterns, and demonstrations of community engagement and demand.