
Guy G. Bellville
Chief Financial Officer
Auxiliary Services Center
4850 South Yosemite Street
Greenwood Village, Colorado 80111
(720) 554-4344
(720) 554-4794 (FAX)



CherryCreek
Schools
Dedicated to Excellence

August 14, 2007

Ms. Pat Leger, Director
Cherry Creek Academy
6260 S. Dayton
Englewood, CO 80111

Dear Pat,

Enclosed is a copy of the duly executed Second Amendment to the Restated and Amended Charter School Contract between the Cherry Creek Academy and the Cherry Creek School District, which was approved and signed at the August 13, 2007, Board of Education meeting.

The Information Services Office, under the direction of Chief Information Officer Ben Startzer, will provide PowerSchool and related services as stipulated in the amendment. Director of Accounting Brad Arnold will handle the details associated with payment for these services. Any of us are happy to answer any questions you might have.

Sincerely,


Guy G. Bellville
Chief Financial Officer

GGB/aa

Enclosure

cc: ✓ Elliott Asp, Assistant Superintendent
Ben Startzer, Chief Information Officer
Brad Arnold, Director of Accounting

**SECOND AMENDMENT TO RESTATED AND
AMENDED CHARTER SCHOOL CONTRACT**

THIS SECOND AMENDMENT, to the Restated And Amended Charter School Contract (herein "Contract") is made and entered into effective the 1st day of August 2007, by and between CHERRY CREEK SCHOOL DISTRICT NO. 5 (herein "District") and THE CHERRY CREEK ACADEMY, INC. (herein "CCA").

RECITALS

WHEREAS, the District and CCA entered into a Restated And Amended Charter School Contract dated February 14, 2000, which granted CCA a charter to operate a charter school within the District; and

WHEREAS, pursuant to paragraph 14.b. the Contract may be amended by future written agreements executed by the parties; and

WHEREAS, CCA has requested the right and opportunity to utilize the PowerSchool program currently utilized by the District ("PowerSchool") and the District support services related thereto as provided through the District's Information Services Office; and

WHEREAS, the District is willing to provide CCA with the opportunity and entitlement to utilize the PowerSchool and District's support services in accordance with and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and viable consideration,

IT IS AGREED AS FOLLOWS:

1. The Contract is amended and modified by the addition of the following provisions:

"8.q. PowerSchool. The District will arrange for and provide to CCA the PowerSchool and District support services related thereto through the District's Information Services Office, effective August 1, 2007. CCA agrees that it will utilize the PowerSchool Programs to include PowerSchool, PowerTeacher, PowerParent, PowerGrade and PowerLunch (herein "PowerSchool" or "PowerSchool program"), strictly in conformance with any and all license agreements pertaining thereto between the District and the PowerSchool vendor and/or program developer, and to utilized the PowerSchool only for the purpose for which the same is licensed and provided to the District.

CCA will take such actions as may be necessary and appropriate, and as recommended by the District, if any, to ensure confidentiality of student records and

compliance with all federal and state statutes and regulations relative to the protection, confidentiality and disclosure of student records.

In exchange for the use of the PowerSchool and the District support services related thereto, CCA will pay to the District the following fees charges and expenses:

- (i) A one-time licensing charge to be paid during the 2007-2008 school year in the amount of \$4,500.00. This fee is calculated at \$10.00 per student for the 450 students attending CCA during the 2006-2007 school year.
- (ii) An annual reoccurring cost for software maintenance and upgrade from the PowerSchool vendor which cost shall be calculated on a per student basis in an amount equal to the per student cost contractually agreed upon by and between the District and the PowerSchool software vendor, NCS Pearson, Inc. This per student cost will be multiplied by the number of CCA students reported to the State of Colorado on the annual October student count.
- (iii) A fee of \$1.50 per student multiplied by the number of CCA students reported on the annual State of Colorado October count, to compensate the District for its support of the PowerSchool products and the availability of the Information Systems Students Help Desk provided by the District.

Each annual payment shall be paid by CCA to the District within 30 days after reporting the annual October student count to the Colorado Department of Education commencing with the October 2007 student count.

Failure by CCA to comply with the foregoing provisions may result in the termination of CCA's right to use the PowerSchool products and to receive service and support from the District and to receive maintenance and upgrades from the PowerSchool vendor.

Should at any time the District's rights to utilize the PowerSchool and products terminate, for any reason, all rights of CCA to utilize the PowerSchool products will likewise terminate and CCA will take such action as may be necessary to conclude its use of the PowerSchool products and return any licensed products as may be required by the PowerSchool license.

By providing the PowerSchool products and related District support services, the District makes no warranty or representation as to the adequacy of the same for CCA's use or needs, for the suitability of the same for CCA's purposes, or that the program and related services will not be changed or modified in the future or the use thereof terminated. All use and rights to the PowerSchool products are subject to and governed by all

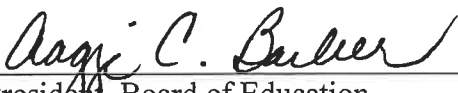
applicable agreements and licenses between the District and others, including the PowerSchool vendor, all of which are incorporated herein by this reference.

2. Except as modified by the provisions and terms of this Second Amendment, all of the other terms, covenants and conditions of the Restated And Amended Charter School Contract shall remain in full force and effect.

ATTEST:

CHERRY CREEK SCHOOL DISTRICT NO. 5


Secretary

By: 
President, Board of Education

ATTEST:

CHERRY CREEK ACADEMY, INC


Secretary

By: 
President, Board of Directors