

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

MOUNTAIN SONG COMMUNITY SCHOOL

CHARTER SCHOOL RENEWAL CONTRACT

This charter school renewal contract (the “Contract”) is effective as of the date of execution for a contract term to begin July 1, 2021, by and between the State Charter School Institute (the “Institute” or “CSI”) and Mountain Song Community School State Charter School, doing business as Mountain Song Community School, (the “School”), for the renewal of a Charter School, organized as a Colorado nonprofit corporation, located in Colorado Springs.

SECTION 1: RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, **C.R.S. §§ 22-30.5-101 *et seq.***, allowing for the creation and operation of charter schools within the state by its terms and for certain purposes as enumerated in **C.R.S. § 22-30.5-102(2) & (3)**;

WHEREAS, The Colorado General Assembly has subsequently enacted **C.R.S. §§ 22-30.5-501 *et seq.***, (the “State Charter Institute Act”) authorizing the creation of the Institute and empowering the Institute to enter into charter school contracts as specified therein;

WHEREAS, pursuant to **C.R.S. §§ 22-30.5-503(1)(b)(III), -504(1), and -508(1)**, the Institute has the authority to approve applications to establish charter schools in the State of Colorado and thereafter to enter into contracts with such schools setting forth the terms and conditions under which a charter school is to operate;

WHEREAS, the existing charter school contract between the Colorado Charter School Institute (the “Institute”) and Mountain Song Community School (“MSCS” or “the Applicant”) was set to expire on June 30, 2021;

WHEREAS, during the Spring of 2020, the Applicant was notified along with all renewal schools that the foundation for the charter school renewal analysis and decision-making would be the CSI Annual Review of Schools (CARS);

WHEREAS, on June 16, 2020 the CSI Board Performance Management Committee convened to discuss and approve modifications to the charter renewal process in response to the suspension of state assessments during the 2019-2020 school year and the COVID-19 pandemic;

WHEREAS, during the Fall of 2020, CSI received a charter renewal application from the Applicant;

WHEREAS, the renewal application process was conducted in accordance with Colorado law **C.R.S. § 22-30.5-511**;

WHEREAS, during the Fall of 2020, the CSI Board held a public hearing during which the Applicant provided information to the Board and answered questions about the renewal application; –

WHEREAS, the renewal application was examined in accordance with national best practices for charter school application review which included, but was not limited to, CSI staff review of all available cumulative annual and interim student performance data, school financial

2.2 Term. This Contract is effective as of the date of execution for a charter term to begin July 1, 2021 and terminate on June 30, 2024 with a possible automatic two-year contract extension should the school meet the following benchmark:

The School maintains at least a schoolwide Performance rating on the 2022 and 2023 CDE and CSI Performance Frameworks.

This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 11** below. Although this Contract is for operation of the School as a charter school for a period of 3 years with a possible automatic two-year contract extension, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

2.3 Charter School Legal Status. The School represents that it is and shall maintain its status as a Colorado nonprofit corporation—separate from any other nonprofit entity, unless approved in advance in writing by the Institute—in accordance with **C.R.S. § 22-30.5-507(4)** and the Colorado Revised Nonprofit Corporation Act. The School is to remain organized and maintained as a separate legal entity from the Institute for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as a public school under the legal supervision of the Institute. As such, the School is subject to Colorado laws and Institute policies that are applicable to public schools unless waived in accordance **Section 5.9** of this Contract.

2.4 Milestones. The School represents that it negotiated each Milestone incorporated herein and came to a mutually agreeable understanding with the Institute for each Milestone included in the application recommendation and application approval resolution and attached hereto as **Exhibit D**. The School shall meet all of the Milestones attached hereto as **Exhibit D** by the identified dates. Completion of the Milestones is subject to review and approval by the Institute. Failure to timely or adequately fulfill any material term of the Milestones, as determined by the Institute, shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for intervention or revocation of the Charter pursuant to **Section 3.5** and **Section 11** of the Contract. In its sole discretion, the Institute may waive or modify the Milestones contained therein or may grant the School an additional planning year upon good cause shown.

2.5 Contacts. Each year, the School shall submit a contact identification form in accordance with Institute procedures which identifies a primary School contact in addition to contact information for Board members and other key School personnel. The Institute will follow the information provided on the contact identification form in communicating with the School, but reserves the right to communicate with other School personnel or School Board members depending on the nature and subject matter of the communication. The School agrees to timely

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

<p style="text-align: center;"><u>SCHOOL</u> MOUNTAIN SONG COMMUNITY SCHOOL</p> <p>By: <u><i>Jennifer Barnes</i></u> <small>Jennifer Barnes (Mar 18, 2021 11:23 MDT)</small></p> <p>Board Chair, Mountain Song Community School Board of Directors</p> <p>Date: <u>Mar 18, 2021</u></p> <p>Attest: <u><i>William C. Burkett</i></u> <small>William C. Burkett (Mar 18, 2021 11:30 MDT)</small></p> <p>Secretary, Mountain Song Community School Board of Directors</p> <p>Date: <u>Mar 18, 2021</u></p>	<p style="text-align: center;"><u>INSTITUTE</u> STATE CHARTER SCHOOL INSTITUTE</p> <p>By: <u><i>Julie Anschutz</i></u> <small>Julie Anschutz (Mar 16, 2021 15:01 MDT)</small></p> <p>Board Chair, Colorado Charter School Institute Board of Directors</p> <p>Date: <u>Mar 16, 2021</u></p> <p style="text-align: center;"><u>LEGAL REVIEW</u></p> <p style="text-align: center;">Philip J. Weiser, Attorney General</p> <p>By: <u><i>Joseph A. Peters</i></u> <small>Joseph A. Peters (Mar 16, 2021 15:29 MDT)</small></p> <p style="text-align: center;">Assistant Attorney General</p> <p>Date: <u>Mar 16, 2021</u></p>
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EXHIBIT C: REQUESTED WAIVERS



Charter School Waiver Request

School Name: Mountain Song Community School
School Address: 2904 W. Kiowa Street, Colorado Springs, CO 80904
Charter School Waiver Contact: Teresa M. Woods, Principal
Charter School Waiver Contact Phone Number: (719) 203-6364
Charter School Waiver Contact Email: twoods@mountainsongschool.com
Charter School Institute Waiver Contact Name: Stephanie Aragon
Charter School Institute Waiver Contact Phone Number: 720-315-6042
Charter School Institute Waiver Contact Email: stephaniearagon@csi.state.co.us

C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School Readiness – Assessments

Rationale: MSCS is a data-driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. MSCS already has strong programs and assessments in place that assess students' physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge.

Replacement Plan: Every kindergarten student at MSCS will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid. Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established in CRS 22-7-1014(2)(a). The data collected from these assessments will be used to develop an individualized readiness plan for each kindergarten student and will inform programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the

Charter School Institute (“CSI”). CSI, and the school will report this data, as required by State law.
Duration of Waivers: The duration of the contract.
Financial Impact: MSCS anticipates that the requested waivers will have no financial impact on CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.
Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement within existing structures.

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties
Rationale: Mountain Song Community School (MSCS) and its Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License, this should not preclude him or her from administering the evaluations under the direction of the Principal. Additionally, the school will not be required to report its teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.
Replacement Plan: Instead, the MSCS will use its own evaluation system as agreed to in the charter contract with the Charter School Institute (“CSI”). The school’s evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for the school’s evaluation system will include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, have the goal of improving student academic growth, be based on research-based practices guiding the science of reading and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Mountain Song Community School anticipates that the requested waivers will have no financial impact on the CSI or the school.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

Expected Outcome: If granted, the waiver will enable the school to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

**C.R.S. § 22-32-109(1)(n)(I) Board of Education-Specific Duties School Calendar
C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar
C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours**

Rationale: The school year at Mountain Song Community School (MSCS) will total approximately 165 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet at least the minimum required time as directed by CDE for corresponding grade levels.

Replacement Plan: Mountain Song Community School will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the geographic district. The final calendar and the school's daily schedule will be designed by MSCS's Board of Directors and will meet or exceed the requirements in state statute. In accordance with Charter School Institute policy, the school will submit its calendar annually to the Institute for review and will not make any material modifications to the calendar without prior approval by the Institute. To the extent practicable, modifications will be requested at least 60 days prior to the proposed date of change.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the CSI or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

<p>C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding C.R.S. § 22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants</p>
<p>Rationale: In order to manage its own budget and finances, Mountain Song Community School (MSCS) must be granted the authority to develop its own financial policies and practices.</p>
<p>Replacement Plan: The School, rather than the Colorado Charter School Institute (“CSI”), will be responsible for determining whether or not to accept gifts, donations and grants. MSCS will ensure the process is an open process in compliance with all applicable rules and regulations.</p> <p>Additionally, the School, rather than CSI, is in the best position to know what goods and services are needed and which vendors and providers may be available. MSCS will be responsible for establishing procedures for competitive bidding, as required by applicable law and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: MSCS anticipates that the requested waivers will have no financial impact on the CSI or the school.</p>
<p>How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.</p>
<p>Expected Outcome: MSCS expects that, as a result of this waiver, it will be able to manage its own financial affairs.</p>

<p>C.R.S. § 22-33-105(7)(b) Process for Disciplinary Appeals</p>
<p>Rationale: As a Charter School Institute (“CSI”) charter school, the School’s governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).</p>
<p>Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to the Colorado Charter School Institute (“CSI”) carrying out the functions of a school district and its board, the governing board of the School will carry out those functions. To ensure that the School is meeting the intent of the law, the School will</p>

involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on CSI.

How the Impact of the Waivers Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both CSI and the School's governing board. In addition, the School's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.

Expected Outcome: The outcome will be a fair and supportive process for the School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.

C.R.S. § 22-63-201 Employment Certificate required

Rationale: Mountain Song Community School must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The principal will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer.

Replacement Plan: MSCS seeks to attract and employ principals and teachers with Waldorf education training and experience, which may include licensed teachers from out-of-state, teachers with a lapsed Colorado license, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience that aligns to the Waldorf education philosophy. All employees of the school will be employed on an at-will basis.

All MSCS General Elementary teachers and General Education 7th and 8th grade teachers will hold a Bachelor's degree or higher. In lieu of a degree, General Education teachers may substitute Waldorf teacher training plus 4 or more years of successful teaching experience in a Waldorf school. In addition, MSCS General Education teachers will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a baccalaureate degree or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. All Special Subject

Teachers will also meet either these same requirements, or the relevant Career and Technical Education (CTE) requirements as stipulated by CDE. Special Education Teachers will hold the requisite state license and endorsement. All employees of the school will meet applicable fingerprinting and background check requirements. MSCS will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived), years of experience or any other requirements promulgated by CDE.

Duration of the Waivers: The waiver will extend for the duration of the contract.

Financial Impact: MSCS anticipates that the requested waivers will have no financial impact upon the CSI or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.

Expected Outcome: As a result of this waiver, MSCS will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision
C.R.S. § 22-63-203 Probationary Teachers-renewal and non-renewal of employment contract
C.R.S. § 22-63-203.5 Nonprobationary Portability
C.R.S. § 22-63-205 Exchange of teachers - exchange educator interim authorization
C.R.S. § 22-63-206 Transfer of teachers

Rationale: In order to manage its own personnel, Mountain Song Community School (MSCS) must be granted the authority to select its own teaching staff, and develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school should have the authority to transfer its teachers into MSCS or transfer teachers from MSCS to any other schools.

Replacement Plan: All employees of MSCS will be employed on an at-will basis. The school has teacher agreements with the terms of non-renewal and renewal of employment, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. MSCS will hire teachers on a best-qualified basis. There is no provision for transfers within the Charter School Institute (CSI). However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry,

or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Mountain Song Community School anticipates that the requested waivers will have no financial impact on the CSI or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to MSCS, as set forth in the Charter Agreement.

Expected Outcome: MSCS expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

