

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

MOUNTAIN SONG COMMUNITY SCHOOL

Contents

SECTION 1: RECITALS	1
SECTION 2: THE SCHOOL	2
2.1 Parties.	2
2.2 Term.	3
2.3 Charter School Legal Status.	3
2.4 Milestones.	3
2.5 Contacts.	3
SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP	4
3.1 Institute Responsibilities and Rights.	4
3.2 School Responsibilities and Rights.	5
3.3 Procedures for Contract Amendments.	8
3.4 Voluntary Dispute Resolution.	8
3.5 Other Remedial Courses of Action	9
3.6 Institute Violations of State Charter Law or Breaches of This Contract	10
SECTION 4: SCHOOL GOVERNANCE	10
4.1 Governance.	10
4.2 Corporate Purpose.	10
4.3 Transparency.	11
4.4 Conflict of Interest Policy.	11
4.5 Grievance Policy.	11
SECTION 5: OPERATION OF SCHOOL AND WAIVERS	11
5.1 Operational Powers.	11
5.2 Performance Evaluations.	12
5.3 Transportation.	12
5.4 Food Services.	12
5.5 Insurance.	12
5.6 Volunteer Requirements.	13
5.7 Nonreligious, Nonsectarian Status.	13

5.8	Commitment to Nondiscrimination.	13
5.9	Waivers.	13
SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS		14
6.1	School Enrollment and Demographics.	14
6.2	Student Recruitment and Enrollment.	14
6.3	Continuing Enrollment.	15
6.4	Indigent Students.	15
6.5	Denial of Admission.	15
SECTION 7: EDUCATIONAL PROGRAM		15
7.1	Vision and Mission.	15
7.2	Contracting for Core Educational Services.	15
7.3	Educational Accountability, School Performance and Accreditation.	15
7.4	Performance Frameworks and CSI Annual Review of Schools.	16
7.5	Student Performance Goals.	16
7.6	Monitoring.	16
7.7	Renewal.	16
7.8	Framework Amendment.	17
7.9	Student Attendance.	17
7.10	Conduct and Discipline.	17
7.11	Student Welfare and Safety.	17
7.12	School Calendar; Hours of Operation.	19
7.13	Online Program.	19
7.14	Additional Programs.	19
7.15	Curriculum, Instructional Program, and Pupil Performance Standards.	19
7.16	Exceptional Students.	20
7.17	Assessment of Pupil Performance and Procedures for Corrective Action.	23
SECTION 8: FINANCIAL MATTERS		23
8.1	Funding and Disbursement of Per Pupil Revenue.	23
8.2	Disbursement of PPR Funding.	24
8.3	Adjustment to Funding.	25
8.4	Budget.	25

8.5	Enrollment Projections.	25
8.6	TABOR Reserve.	26
8.7	Non-appropriation of Funds.	26
8.8	Contracting.	26
8.9	Financial Reporting.	27
8.10.	Timing.	28
SECTION 9: PERSONNEL		28
9.1	Employee Status.	28
9.2	Employee Policies.	28
9.3	Employee Qualifications.	28
9.4.	Background Checks; Fingerprinting.	29
SECTION 10: FACILITIES		29
10.1	Facility.	29
SECTION 11: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE		29
11.1	Renewal Process.	29
11.2	Criteria for Non-Renewal or Revocation.	30
11.3	School-initiated Termination.	30
11.4	Dissolution.	30
11.5	Return of Property.	31
11.6	Termination and Appeal Procedures.	31
11.7	Survival of Certain Contract Terms.	31
SECTION 12: GENERAL PROVISIONS		31
12.1	Order of Precedence.	31
12.2	Amendments.	31
12.3	Merger.	32
12.4	Non-assignment.	32
12.5	Governing Law and Enforceability.	32
12.6	No Third-party Beneficiary.	32
12.7	No Waiver.	32
12.8	Notice.	32
12.9	Severability.	33

12.10 Conflict with Exhibits.	33
12.11 Counterparts; Signature by Facsimile.	33
12.12 Business Days.	33
12.13 Referenced Laws, Policies, and Procedures.	33
EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER RENEWAL APPLICATION	35
EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS	38
EXHIBIT C: REQUESTED WAIVERS	41
EXHIBIT D: MILESTONES	42
EXHIBIT E: ENROLLMENT PROCEDURES	43

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

performance data, governance/operations data, and other outcomes data covering the full term of the Applicant's contract;

WHEREAS, during the Fall of 2020, CSI staff conducted a site visit to corroborate and augment the information found in the charter renewal application and the CARS Report, and verify that the Applicant is implementing identified improvement strategies with fidelity;

WHEREAS, on November 6, 2020, the Applicant received its preliminary CARS Report summarizing cumulative academic information, financial and operations information and its CSI Accreditation Rating; and had the opportunity to provide additional information related to the preliminary CARS Report and the annual review documentation;

WHEREAS, on December 4, 2020, CSI staff provided a copy of the staff report and renewal recommendation, to the Applicant;

WHEREAS, on December 8, 2020, the CSI Board Performance Management Committee convened to discuss the application and the staff recommendation, and the recommendation was forwarded to the full Board for consideration at the December 15, 2020 CSI Board Meeting; and

WHEREAS, the CSI Board fully considered the renewal request from the Applicant, as well as the recommendation report from CSI staff, and all the additional information provided by the Applicant;

WHEREAS, on December 15, 2020, the Institute approved the Renewal Application, subject to certain conditions and negotiation and execution of a contract acceptable to the Institute and to the School, as reflected in Institute Resolution # 2041, which is attached hereto as **Exhibit A** and is incorporated by reference herein, and the negotiated Milestones, which are attached hereto as **Exhibit D** and are incorporated herein by reference; and

WHEREAS, this Contract, together with the Original Charter Application and Renewal Application (both as modified and incorporated by reference herein) and with the attachments and exhibits thereto (collectively, the "Applications"), contains the complete understanding and agreement of the Parties as further described in **Sections 12.1, 12.3, and 12.10**.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the parties agree as follows:

AGREEMENT

SECTION 2: THE SCHOOL

2.1 Parties. This Agreement is entered into between the Board of Directors of the School ("School Board") and the Institute. The person authorized to sign on behalf of the School is the Chair of the School Board and as attested by the Secretary of the School Board. The person authorized to sign on behalf of the Institute is the Chair of the Board of Directors of the Institute and as attested by the Secretary of the Board of Directors.

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

notify the Institute of any material changes to the information provided on the contact identification form. Formal notices shall be sent in accordance with **Section 12.8** below.

SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP

3.1 Institute Responsibilities and Rights.

A. **Oversight Authority.** The Institute shall have broad oversight authority over the School pursuant to **C.R.S. §§ 22-30.5-503(5), -505, and -507(2)**, and the State Board of Education (the “State Board”) shall also have general supervision of the School pursuant to **C.R.S. § 22-30.5-503(6)**. The School shall be accountable to the Institute and is subject to all applicable federal and state statutes, regulations of the State Board and the Colorado Department of Education, and Institute policies and regulations, unless specifically waived.

B. **Right to Review.** To fulfill its accountability responsibility, all records established and maintained in accordance with the provisions of this Contract (including records established and maintained under federal state, and institute law and policy) shall be open to inspection and review and made available in a timely manner to Institute officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), subject to the limitations set forth below. Records include, but are not limited to, the following:

- i.* School records including, but not limited to, student cumulative files, policies, special education and related services;
- ii.* Financial records, including bank statements;
- iii.* Educational program, including test administration procedures and student protocols;
- iv.* Interim assessment measures;
- v.* Personnel records, including evidence that criminal background checks have been conducted;
- vi.* School operations, including health, safety and occupancy requirements; and
- vii.* Inspection of the facility.

Further, this Contract makes explicit the Institute’s right to make announced or unannounced visits to the School to fulfill its oversight responsibilities. Records must be maintained in Colorado and Institute staff must be granted unlimited access to any electronic student record systems.

Notwithstanding anything to the contrary herein, the Institute shall not have access to (1) documents constituting communications with the School’s attorney and

which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to a work product exception, or other confidential attorney client communications, in whatever form, relating to negotiations with the Institute.

C. **Complaints.** In accordance with Institute policy, complaints received by the Institute will first be directed to the School’s administration and then to the School Board for resolution. Where a grievant has followed the School’s Grievance Policy and escalates the complaint to the Institute pursuant to the CSI Grievance Policy, the Institute agrees to notify the School and, if appropriate, the School Board of any such complaint within five (5) business days of receipt of the complaint and will include information about the substance of the complaint. Due consideration shall be accorded to any complainant’s request for anonymity.

D. **Feedback About Progress.** The Institute will provide information to the School about its status in relationship to the requirements contained in **Section 7** in accordance with the CSI Annual Review of Schools and associated timelines.

E. **Access to Data and Information.** The Institute will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Exceptional Student Education Act data, school improvement status, accreditation, special education, and funding information.

F. **Accreditation Data and Process.** No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the data used by the Colorado Department of Education (“Department”) to conduct its analysis of the School’s performance and the Department’s initial recommendation considering the type of performance plan the School should be required to implement. The Institute shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the Institute. The Institute shall present any appeal it reasonably determines to be valid to the Department in accordance with **CCR 301-1**. No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the final plan assignment determination that the School shall implement. No later than ten (10) business days following approval by the Institute Board, the Institute shall provide to the School the final accreditation status assigned to the School and the Institute’s assessment of the progress made by the School toward the goals and objectives set forth in **Section 7** of this Contract.

3.2 School Responsibilities and Rights.

A. **Records.** The School shall comply with applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, but not limited to, the Colorado Open Records Act, **C.R.S. §§ 24-72-201 et seq.**, and the

Family Educational Rights and Privacy Act of 1974, **20 U.S.C. § 1232g**. Consistent with **Section 3.1(B)** of this Contract, The School further agrees to assist and cooperate with the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

Student records include but are not limited to immunization records, class schedules, records of academic performance, IEP and 504 records, disciplinary actions, attendance and standardized test results, and documentation required under federal and state law regarding the education of students with disabilities. The School agrees to maintain up-to-date information about enrolled students in the School's online student data systems. All paper records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours.

B. Notice to the Institute.

(1) Timely Notice. The School will timely notify the Institute (and other appropriate authorities) in the following situations:

i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law;

ii. Any changes in current Board membership, including resignations and appointments; and

iii. Any complaints filed against the School or its employees, administration, or Board members by any governmental agency.

(2) Immediate Notice. The School will immediately notify the Institute of any of the following:

i. Conditions that may cause it to vary from the terms of this Contract, applicable Institute requirements, or federal or state law;

ii. Any circumstance requiring the unplanned extended closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;

iii. Any circumstances requiring lockdown, emergency procedures, or any other action that may affect school health or safety;

iv. The arrest, dismissal, or resignation of any members of the School Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;

v. Misappropriation of funds;

vi. A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more; and

vii. Any change in the School Board's corporate status with the Colorado Secretary of State's Office or status as a **501(c)(3)** tax-exempt organization.

C. **Compliance.** The School will comply with all applicable federal and state statutes, regulations and rules, local ordinances, and Institute policies, except to the extent that the School has obtained waivers from state law and Institute policies in accordance with **Section 5.9** below. The School is expected to be aware of the federal and state laws and Institute policies with which the School must comply. Noncompliance will be addressed through the Institute's School Compliance Policy. A compliance attestation document will be provided to the School Leader and School Board Chair for signature on a yearly basis. The Institute reserves the right to conduct audits and require submission of certain documents or assurances in order to monitor compliance.

D. **Reports.** The School will timely provide to the Institute any reports necessary and reasonably required for the Institute to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed on the CSI online compliance calendar with projected due dates for the current school year. Timely notification will be provided by the Institute when due dates are changed or if additional reports are required by the federal government or the Colorado Department of Education ("CDE"). The Institute will continuously update the list of required reports and due dates and provide this information to the School via the CSI online compliance calendar. Failure by the School to provide reports by set deadlines may constitute a material breach of the Contract in accordance with Institute compliance policies and procedures, and the Institute may take action under **Sections 3.5 or Section 11** of this Contract.

E. **Indemnification.** To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School Board and the School agree to indemnify and hold the Institute and its employees, directors, officers, agents, and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, infringement on intellectual property rights or damage or any other losses of any kind whatsoever to the extent the same are proximately caused by any act, error, or omission, whether negligent, grossly negligent, intentional or otherwise, of any of its employees, directors, officers, agents, assigns, subcontractors, and representatives. The Institute may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges or proceedings. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation of liability provided by the Colorado Governmental Immunity Act or other law. This clause shall apply to disputes that arise post-termination of the contract between the Institute and the School for claims arising relating to the contract.

3.3 Procedures for Contract Amendments. If the Institute requests a change to this Contract, the Institute will send written notice to the School in accordance with **Sections 12.2 and 12.8**. The School will have 60 days to review and accept or reject the proposed changes.

Except as otherwise specified in the Contract, if the School desires any changes to this Contract, the School shall submit a written request, in a form and manner prescribed by the Institute Charter Modification process, which request shall, at a minimum, identify the change being requested, the rationale for the proposed change, and a description of all considered academic, organizational, and financial impacts.

The Institute shall have 60 days to review and accept or reject any complete request for contract modification. Failure to receive advance approval for such changes may be considered a material breach of the Contract.

3.4 Voluntary Dispute Resolution. The parties may choose to attempt to resolve disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board, by means of the dispute resolution process set forth in this **Section 3.4**. If both parties agree to pursue dispute resolution, they further agree that they shall continue without delay to their performance under this Contract, except for any performance which may be directly affected by such dispute.

i. **Informal negotiation.** If both parties agree to dispute resolution, authorized representatives of the Institute and the School will meet to discuss a possible resolution to the dispute.

ii. **Formal notification of dispute.** If the dispute is not resolved through informal negotiation, either party may submit to the other a written notice identifying the specific action with which it disagrees, any Contract provision which it alleges has been breached, and the specific corrective action it wishes the other party to take. Such notice must be given within twenty (20) days of the time the party knew or should have known of the action at issue and that informal resolution under **Section 3.4(i)** was unsuccessful.

iii. **Mediation.** If the parties are unable to negotiate a resolution to the dispute within ten (10) business days of receipt of such formal notice, either party may request mediation. The party making the request will notify the other party of the request in writing. Within one calendar week of receipt of notice by the other party, the authorized representatives of the parties will attempt to agree on a mediator. If the parties through their representatives fail to reach an agreement within one calendar week after the first attempt to agree, they will request appointment of a mediator by the American Arbitration Association or such other organization as may be mutually agreed upon.

iv. **Procedure.** Within thirty (30) days of appointment, the mediator will conduct a hearing limited to the issues raised in the notice required by **Sections 3.4(ii)**. The mediator will have authority to make procedural rules and will issue a report to the parties within thirty (30) days after the close of the hearing. Such report will contain findings and a recommendation regarding the issue(s) in dispute. The mediator's

recommendation will be forwarded to the Institute and to the School. This shall not be deemed the “release” of the mediator’s recommendation.

v. **Institute Board action.** If the parties are unable to negotiate a resolution, the Institute Board will make a decision on the matter and release the mediator’s recommendation. The Institute Board's action on the recommendation will be final and binding, subject only to such appeal as may be authorized by law.

vi. **Institute’s authority.** The dispute resolution process set forth in this Contract will not be required prior to the exercise of any contractual right or statutory authority by the Institute Board, including remedial authority for any material breach of this Contract, such as proceedings to revoke or not renew the Contract.

vii. **Failure to advance the process.** Failure to advance the process within the time specified in **Section 3.4** will be deemed a waiver of any right to contest an action covered by this procedure with respect to the specific action at issue and will forever bar any claim or proceeding related to such action. In other words, if a party fails to advance the process within the time specified, that party has no right to complain that the process has not moved ahead. However, notwithstanding this provision, the parties may agree in writing to extend any of the time limits for a specified period.

viii. **Costs shared.** The parties will share equally the costs of mediation, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled mediation will pay the full cost of any fees assessed by the mediator.

3.5 Other Remedial Courses of Action. The Institute may revoke or deny renewal of the Contract for any of the grounds set forth in **C.R.S. §§ 22-30.5-511** and **1 CCR 302-1, Rule 10.00**. In accordance with Institute policy, the Institute may, at its sole discretion, take other remedial actions prior to initiating revocation procedures in accordance with **Section 11**. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

i. **Withholding of some or all of the funds due to the School.** This action may be taken in situations described by **C.R.S. § 22-30.5-105(2)(c)(IV)**, including failure to submit reports and budgets listed on the CSI online compliance calendar or as otherwise required by law, regulation, or Institute policy by the established deadlines.

ii. **Seeking or requiring technical assistance** from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

iii. **Requesting that the Commissioner** issue a temporary or preliminary order in accordance with **C.R.S. §§ 22-30.5-701 et seq.**

iv. **Taking immediate control of the School or some portion thereof.** Notwithstanding any other provision of this Contract, in the case of any breach which the Institute determines in good faith poses a serious threat to the School or Institute students,

the community, or the property rights of the Institute or School, the Institute may, but is not required to, take immediate control of the School pursuant to **C.R.S. § 22-30.5-703**, and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the Institute will continue during the pendency of any dispute resolution process with respect to any alleged breach.

v. **Notice of Breach.** This action will be initiated as deemed necessary by the Institute and in accordance with the procedures described in the Institute’s school compliance policy and CSI rules. A Notice of Breach shall state the deficiency and the basis for it and provide an opportunity for the School to contest the deficiency, may place the School on Intensive Monitoring, and/or may provide the School with an opportunity to cure the deficiency within a reasonable timeframe prescribed by the Institute. The Institute reserves the right to require the submission of a plan to remedy the deficiency. Upon the written request of the Institute, the School shall develop a plan to remedy the failure or deficiency and submit it to the Institute for review and comment. The plan may be revised at the discretion of the School, with the agreement of the Institute. If the Institute reasonably determines that the plan is not effective in remedying the deficiency, the Institute may require the School to review and revise the plan or may proceed with revocation or any other remedial action the Institute deems necessary.

3.6 Institute Violations of State Charter Law or Breaches of This Contract. If the School believes that the Institute has violated any provision of this Contract or charter school law, the School shall send the Institute notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis for the notice, shall provide an opportunity for the Institute to contest the deficiency, shall set forth a reasonable timeframe for remedying the deficiency, and shall set forth the expected results. If the Institute does not remedy the violation or breach, the School may initiate the dispute resolution procedures outlined in **Section 3.4** or seek other remedies provided by law.

SECTION 4: SCHOOL GOVERNANCE

4.1 Governance. The School shall be governed by a Board of Directors of the School (“School Board”), which shall remain incorporated as a Colorado Nonprofit Corporation. The School Board members are fiduciaries of the School and shall operate in accordance with the School Corporation’s Articles of Incorporation and Bylaws, which articles and bylaws shall not conflict with the School’s obligation to operate in a manner consistent with this Contract and applicable state and federal laws. The School’s Articles of Incorporation and Bylaws are attached to this contract as **Exhibit B**. The Articles of Incorporation and Bylaws of the corporation will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The School Board shall follow the requirements of the Colorado Revised Nonprofit Corporations Act in amending its articles of incorporation and bylaws and shall provide the Institute with notice of any such changes within 10 days of any such ratification or adoption by the School Board.

4.2 Corporate Purpose. The purpose of the School will be limited to such purposes as are set forth in its articles of incorporation as a nonprofit Colorado corporation and as may be

accepted and approved by the IRS with regard to its status as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

4.3 Transparency. The School Board and the School acknowledge and agree that the School is subject to the Colorado Sunshine Act (C.R.S. §§ 24-6-401 *et seq.*) and the Colorado Open Records Act (C.R.S. §§ 24-72-200.1 *et seq.*).

The School shall make the School Board-adopted policies, meeting agendas and minutes, and related documents readily available for public inspection, and shall publish on its website its School Board meeting minutes, agendas, and meeting notices. Public notice of all regular and special meetings shall be given and posted in accordance with law. The Institute reserves the right to require submission or perform an audit of Board materials, including but not limited to, notices, agendas, and meeting minutes. Additionally, to promote transparency, the School shall ensure that the following information, at a minimum, is easily accessible on the School's website:

- i. School Board membership and contact information for the School Board Chair; and
- ii. Governing Board meeting calendar.

4.4 Conflict of Interest Policy. The School shall adopt and strictly enforce a conflict of interest policy which preserves the mission and vision of the School and shall address nepotism, excessive compensation, and any other potential conflicts of interest among school staff, leadership, or governing board.

4.5 Grievance Policy. The School shall adopt a grievance policy for resolution of public complaints consistent with Institute policy. The policy must provide an opportunity for comment by the grievant in public hearing on the matter and an appeal process. Unless otherwise provided by law, the final administrative appeal will be heard by the School Board, not the Institute Board, subject to review by the Institute Executive Director in appropriate circumstances and in line with the Institute's Grievance Policy (consistent with **Section 3.1(C)** of this Contract). The Institute may require the School to modify its proposed grievance policy prior to approval, but such approval will not be unreasonably withheld. Any material changes to the School's grievance policy may be made only with the approval of the Institute in accordance with **Section 3.3** and the School Board.

SECTION 5: OPERATION OF SCHOOL AND WAIVERS

5.1 Operational Powers. The School shall be responsible for its own operations including, but not limited to, fiscal matters, preparation of a budget, contracting for services including legal representation and independent auditing, and personnel matters; leasing or purchasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions as may be prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. The School may contract with third party providers for operational and administrative services to the extent permitted by law and the Contract, in accordance with **Sections 7.2 and 8.8** below. The School may negotiate and contract with a School District, the governing body of a

state college or university, a school food authority, or any third party for the use, operation, and maintenance of a school building and grounds, and the provision of any service, activity, or undertaking that the School is required to perform in order to carry out the educational program described herein, subject to the Institute’s prior right to review such contracts.

5.2 Performance Evaluations. The School Board shall conduct a performance evaluation of the lead administrator (“School Leader”) at least annually in accordance with **C.R.S. § 22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.9** and the School Board shall operate in compliance with such replacement plan. The School Leader or his/her designee shall conduct performance evaluations of the School’s employees at least annually in accordance with **C.R.S. § 22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.9** and the School shall operate in accordance with such replacement plan.

5.3 Transportation. The Institute and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School is prohibited from offering a regular home-to-school, school-to-home transportation program without prior written authorization from the Institute, except that the School shall provide transportation for special education students who require transportation as a related service and students who otherwise require the provision of transportation in accordance with state or federal law, and may provide transportation for activity trips pursuant to the Applications. Any transportation of students provided by the School shall be the sole responsibility of the School. The School shall be responsible for and shall comply with all regulatory, safety, insurance, and licensing requirements for any and all transportation services provided.

5.4 Food Services. The Institute and the School acknowledge and agree that food services will not be provided to students attending the School. The School is prohibited from offering a food program without prior written authorization from the Institute.

5.5 Insurance. The School will purchase insurance protecting the School and its Board, employees, and volunteers, and the Institute where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (also known as school entity liability insurance), and auto liability insurance. The School will also purchase statutory workers’ compensation insurance coverage.

The School shall implement the plan to meet applicable insurance coverage requirements set forth in the Applications. Any material revision to the terms of such plan may be made only with the prior approval of the Institute. Insurance terms and conditions must be acceptable to the Institute and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than “A-VII.” Non-rated insurers must be approved by the Institute. Minimum coverage requirements are listed below:

Comprehensive general liability - \$2,000,000

Errors and omissions (covering officers, directors and employees) - \$1,000,000

Property insurance - As required by landlord or lender

Motor vehicle liability (if appropriate) - \$1,000,000

Bonding or Crime - \$25,000

Workers' compensation - (as required by state law)

The School will provide certificates of insurance to the Institute in accordance with the timelines provided in the CSI online compliance calendar or as otherwise required by the Institute. All insurance policies purchased by the School will state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits, except after 45 days prior written notice has been given to the Institute by certified mail return receipt requested. The School will notify the Institute within 10 days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

5.6 Volunteer Requirements. Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. The School agrees to conduct background checks of volunteers, as appropriate, and to require evidence of insurance and driver's licensure if the School will be using volunteers' private vehicles for student transportation.

5.7 Nonreligious, Nonsectarian Status. The School agrees that it shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any nonpublic sectarian school or religious organization, consistent with applicable law.

5.8 Commitment to Nondiscrimination. The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

5.9 Waivers.

A. **Automatic Waivers.** Pursuant to **C.R.S. § 22-30.5-103** and **1 CCR 301-35**, automatic waivers are those automatically granted upon the establishment of a charter contract. The School shall submit a request for automatic waivers in accordance with Institute policies and procedures and in accordance with state law.

B. **Non-Automatic Waivers.** In addition to waivers automatically granted, the Institute agrees to jointly request waivers of additional state laws or regulations to the extent permitted by state law, upon approval by the Institute. The School shall submit a request for non-automatic waivers in accordance with Institute policies and procedures and in accordance with state law. The waivers to be jointly requested are set forth in **Exhibit C**. Institute approval of requests to waive either Institute policies or State laws will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it

is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

C. **Subsequent or Additional Waiver Requests.** The School may request subsequent or additional waivers after the original request in accordance with Institute policies and procedures and in accordance with state law.

D. **Legal Liabilities.** The School shall operate in compliance with all Institute policies, procedures, and regulations, and all applicable federal, state, and local laws, rules, and regulations, unless specifically waived pursuant to this **Section 5.9**.

E. **Compliance Assurance.** The School will take reasonable steps to assure that staff at the School, members of the School Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Institute policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Institute policies.

SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School Enrollment and Demographics. The School shall provide instruction to students in grades Kindergarten through 8 and may serve students in Pre-Kindergarten. The School may also provide a homeschool enrichment program to students in grades Kindergarten through 8. The anticipated number of students in each grade level shall be set forth in the applications.

Material increases or decreases to total enrollment, including the addition or subtraction of a grade level served (other than any gradual buildout described in this **Section 6.1**), require advance Institute approval in accordance with Institute policies and procedures. Changes to the grade span served also require permission from the Colorado Department of Education; changes will be requested in accordance with state laws, CDE policy, and Institute policy. Under no circumstance shall the School's student enrollment exceed the capacity of the facility or site as set forth in the Certificate of Occupancy. The School acknowledges that if actual enrollment declines below the minimum enrollment required for financial viability, the School's charter may be revoked.

Material increases or decreases" means, for purposes of this **Section 6.1**, either (1) planning or expecting to increase or decrease total enrollment by 10% or more of the planned enrollment described in the Application, (2) or making operational changes that should reasonably be expected to cause such a change in total enrollment.

6.2 Student Recruitment and Enrollment. Enrollment in the School shall be open to any child who resides within the state, except as limited by **C.R.S. § 22-30.5-507(3)**. Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner specified by the School in the Applications. In all cases, student recruitment and enrollment decisions shall be without regard to disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, need for special education services, or any other protected class in accordance with federal and state laws and constitutional provisions. Enrollment preferences, selection method, timeline, and procedures are described in **Exhibit E**. Any material changes to the School's

enrollment policies and procedures may be made only with the approval of the Institute and the School Board of Directors.

6.3 Continuing Enrollment. Pursuant to Colorado state law, students who enroll in the School will remain enrolled in the School through the highest grade served by the school, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to a school in their home District may do so only through the home District's procedures.

6.4 Indigent Students. The School shall have a fees policy that waives all fees for indigent students in accordance with applicable federal and state law and Institute policy. The School shall survey its student population for eligibility for free and reduced-price lunches pursuant to federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students.

6.5 Denial of Admission. The School shall not deny admission to a student except as permitted by law.

SECTION 7: EDUCATIONAL PROGRAM

7.1 Vision and Mission.

Vision: To cultivate healthy, confident, independent-thinking children who are passionately engaged with their education and empowered to contribute positively to their community.

Mission: Mountain Song Community School, as a member of the Alliance for Public Waldorf Education, is a public charter school that utilizes developmentally appropriate holistic education to nurture the body, mind and heart of each student.

The School Board shall operate the School in a manner consistent with the vision and mission statements as approved by the Institute. Revisions to the vision and mission statements or general implementation of the educational program as set forth in the Applications shall be considered material changes to the Contract and shall require prior approval of the Institute.

7.2 Contracting for Core Educational Services. The School and the Institute agree that the School is not contracting with an educational service provider (ESP) for implementation of its core educational program. Unless otherwise agreed upon in writing by the Institute, the School shall not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including management of special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses as a portion of the School's educational program or operations.

7.3 Educational Accountability, School Performance and Accreditation. The School shall comply with the educational accountability and accreditation provisions of Colorado law and Institute policy, including (but not limited to):

- the Educational Accountability Act of 2009, **C.R.S. §§ 22-11-101 *et seq.***;
- the Preschool to Postsecondary Education Alignment Act, **C.R.S. §§ 22-7-1001 *et seq.***; and
- the Accreditation Rules of the State Board, including (but not limited to) tailoring educational programming to meet the individual needs of “exceptional children” as defined in such rules, unless waived.

As required by the Colorado Department of Education, to receive a school code, the School shall meet the definition of a Colorado public school, shall submit all required staff and student data to the Institute, and shall be accountable for all state- and federally-mandated accountability requirements as appropriate for the approved grade configuration of the school identified in **Section 6.1**. School codes will be requested in accordance with state laws and regulations, CDE policies, and Institute policy.

7.4 Performance Frameworks and CSI Annual Review of Schools. The School shall be subject to the Performance Frameworks developed by the Institute. Based on the Performance Frameworks, the Institute will annually issue for each school the CSI Annual Review of Schools. The CSI Annual Review of Schools shall supersede any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Applications and not explicitly incorporated into the Performance Frameworks and CSI Annual Review of Schools. The specific terms, form, and requirements of the Performance Frameworks and CSI Annual Review of Schools, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Institute and will be binding on the School.

7.5 Student Performance Goals. The School agrees to make reasonable progress towards meeting academic standards as defined by the Colorado School Performance Framework and the CSI Annual Review of Schools. Reasonable progress will be established and measured through the implementation of annually agreed-upon academic targets, developed through use of the Unified Improvement Plan process. The School’s progress will be monitored and measured with the CSI Annual Review of Schools and evaluated annually as set forth above. The School agrees that the terms “reasonable progress” or “adequate progress” are defined through this process and that the School will be held accountable pursuant to these definitions.

7.6 Monitoring. The Institute shall monitor and periodically report to the School on the School’s progress in relation to the indicators, measures, metrics and targets set out in the Performance Frameworks and CSI Annual Review of Schools. Such reporting shall take place at least annually.

7.7 Renewal. The School’s performance in relation to the indicators, measures, metrics and targets set forth in the Performance Frameworks and the CSI Annual Review of Schools shall provide the basis upon which the Institute will decide whether to renew the School’s Charter at the end of the contract term.

7.8 Framework Amendment. As set forth in **Section 12.13** of this Contract, the parties intend that, where this Contract references or is contingent upon state or federal laws, that they be bound by any applicable modifications or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form, and requirements of the Performance Frameworks and CSI Annual Review of Schools may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, state and/or nationally recognized best practices, or other circumstances that make assessment based on the existing Performance Framework and CSI Annual Review of Schools requirements impracticable. In the event that such modifications or amendments are required, the Institute will use best efforts to apply expectations for school performance in a manner as consistent as possible with those set forth in the Performance Frameworks and CSI Annual Review of Schools.

7.9 Student Attendance. The School agrees that it shall comply with all state and federal laws and regulations and Institute policy concerning student attendance, including (but not limited to) Colorado's compulsory attendance laws, hour requirements, and the distinction between excused and unexcused absences.

7.10 Conduct and Discipline. The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, Institute policies, and the School's Student Discipline Policy. The Institute reserves the right to audit and/or request submission of the School's discipline policies and procedures at any time, with or without cause. The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the School Board or a designee of the School Board (provided the State Board of Education approves a waiver of **C.R.S. § 22-33-105(7)(b)**).

7.11 Student Welfare and Safety.

A. The School shall comply with all Institute-approved policies and regulations, and comply with all applicable federal and state laws concerning student welfare, safety and health, including (but not limited to) Institute policies and laws addressing the reporting of child abuse, bullying prevention, accident prevention and disaster response, and any state regulations governing the operation of school facilities. The School is solely responsible for annually developing, implementing and delivering an emergency response and safety plan to CSI and providing a copy of the safety plan and other safety protocols to the parents of all enrolled students consistent with state and federal law, including (but not limited to) the Colorado Safe Schools Act, **C.R.S. § 22-32-109.1** as it now exists or may be amended.

The School will deliver these plans to CSI upon request. CSI will treat emergency response plans and safety protocols as confidential and protected information as allowed under **C.R.S. § 24-72-204(2)(a)(VIII)**, and any requests to CSI for security or emergency response plans and protocols provided to CSI by the School will be referred to the School as required under **C.R.S. § 24-72-304(2)(a)(VIII)(C)**. Additionally, the

School will annually deliver written notice (electronic or otherwise) to the parents of all enrolled students disclosing the School's safety plan.

B. The School shall not authorize any personnel (whether employees, independent contractors, or otherwise) to carry concealed weapons on School grounds or at School activities pursuant to **C.R.S. § 18-12-214(3)(b)** without first notifying the Institute and complying with the requirements of this **Section 7.11**. Such notice shall be made before the School initially begins authorizing any personnel to carry concealed weapons, as well as annually thereafter within 30 days of the first day of classes each school year. Before initially authorizing such personnel to carry concealed weapons, and annually thereafter, the School must:

i. Deliver written notice (electronic or otherwise) to the parents of all enrolled students (1) disclosing the School's safety plan which includes the plan to authorize concealed carry by designated personnel, and (2) providing notice of the meeting described in paragraph *ii.* below, at least 30 days in advance of such meeting;

ii. Allow public comment on the plan to authorize concealed carry by designated personnel at a regularly scheduled open meeting of the School's governing board within 30 days of the first day of classes for the school year, and vote to approve or disapprove the plan in open session at that meeting or the immediately following meeting (although specific details of the plan may be withheld from open session in compliance with **C.R.S. § 24-6-402(4)(d)**);

iii. Post notices around the School grounds, in prominent public view, of the presence of armed personnel; and

iv. Certify that all such personnel designated to carry concealed weapons during the applicable school year have complied with (1) the Armed School Employees Insurability Standards promulgated by the Colorado School Districts Self Insurance Pool and in effect for that school year, or (2) if the School's insurer has adopted the insurability standards materially similar to those adopted by the Colorado School Districts Self Insurance Pool, such standards.

v. Provide documentation of notification to local law enforcement and the geographic school district personnel of the presence of armed personnel and the current school safety plan.

Compliance with these conditions shall be certified in the initial notice to the Institute under this **Section 7.11(B)** and in the annual notice to the Institute thereafter. The School shall include with these notices a current copy of an insurance policy rider or endorsement specifically covering liabilities arising from armed personnel (although any names and sensitive security details may be redacted, if present in the rider or endorsement). This **Section 7.11(B)** does not apply to School Resource Officers or other P.O.S.T.-certified peace officers.

The Institute takes no position on the legality of any School's plan with regard to designating personnel under **C.R.S. § 18-12-214(3)(b)**, but will not deem the School to be in breach of state law if it is in compliance with the terms of this **Section 7.11(B)**.

7.12 School Calendar; Hours of Operation. The days and hours of operation of the School shall not be materially less than those set forth in the Applications unless previously approved in writing by the Institute, but in no case shall fall below the minimum number of days and hours set forth in law. For purposes of this **Section 7.12**, "material" is defined as a 10% reduction in time or transition to or from a 4-day school week.

7.13 Online Program. The School's educational program as contained in the Applications and reviewed by the Institute may include supplemental online programming for homeschool enrichment students, and such elements are hereby accepted by the Institute. The School is prohibited from offering an exclusive online program without prior written authorization from the Institute (except as may be otherwise provided in **Section 7.14**).

7.14 Additional Programs. The School shall not offer programs other than those contained in the Applications and reviewed by the Institute (including public or private preschool or toddler programs, home school enrichment/options, or supplemental online programming) without prior written authorization from the Institute. Additional programs, if approved by the Institute, may require funds to be maintained and accounted for separately from the School's ordinary accounts and may (in the Institute's sole discretion) require a Contract modification in accordance with **Section 3.3** above.

The School shall be solely responsible for complying with federal and state laws applicable to such additional programs. Upon request by the Institute, the School agrees to furnish information demonstrating compliance with such laws, including (but not limited to) applicable licensure, background check, insurance, and accountability requirements.

7.15 Curriculum, Instructional Program, and Pupil Performance Standards. The School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract and in alignment with the Applications. The educational program, pupil performance standards, and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the state, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. Any material changes to this provision may be made only with the approval of the Institute and the School Board.

A. **Curriculum.** The School shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including but not limited to requirements regarding content standards.

B. **Content Standards.** The educational program, pupil performance standards, and curriculum designed and adopted by the School shall be consistent with the content standards required by the state pursuant to **C.R.S. §§ 22-7-1013** and **22-30.5-505(8)** and shall be designed to enable each pupil to achieve such standards.

C. **Instructional Requirements.** The School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education as provided in **Section 5.9** of this Contract, including (but not limited to) **C.R.S. §§ 22-1-104 through -110 and -128.**

7.16 Exceptional Students. The School shall identify academically low-achieving, at-risk, and exceptional children as defined in federal and state law and regulations adopted by the Colorado State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with governing law, as set forth in the Applications and this Contract.

A. **Gifted and Talented Students.** The School shall identify and provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. The School shall follow state regulations and the Institute's requirements for identifying, assessing, and serving gifted and talented students. The School will implement the plan for meeting the needs of gifted and talented students, consistent with the plan provided to the Institute.

B. **English Language Learners.** The School shall identify and provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program in accordance with state and federal law. The School shall follow the Institute's requirements for identifying, assessing, and exiting English language learners. The School shall implement the plan for meeting the needs of English language learners, consistent with the plan provided to the Institute.

C. **Students with Disabilities.** The School shall provide services and accommodations to students with disabilities in accordance with the Individuals with Disabilities Education Act (**20 U.S.C. § 1401 et seq.**), Section 504 of the Rehabilitation Act of 1973 (**29 U.S.C. § 794**), the Americans with Disabilities Act (**42 U.S.C. § 12101 et seq.**), and the Exceptional Children's Educational Act (**C.R.S. §§ 22-20-101 et seq.**), and any other state and federal laws pertaining to the education of students with disabilities.

(1) **Admission of Students with Disabilities**

i. Admission of applicants with an Individualized Education Plan (IEP) or Section 504 Plan shall be in compliance with federal and state laws and Institute policies, procedures, and requirements, including the CSI Enrollment Procedures for Students with Disabilities, as may be amended from time to time. Every student who is admitted with an IEP or Section 504 Plan from his or her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until an IEP or Plan review meeting is held and the IEP or Section 504 Plan is revised.

ii. Admission decisions shall be made without regard to special education status or need for accommodations. In the unusual event that, after a student is enrolled in the School, the School's IEP Team determines that the School cannot provide a Free Appropriate Public Education (FAPE) in the School as the Least Restrictive Environment, the School shall contact the Institute Director of Special Education to discuss placement and service alternatives.

iii. The IEP Team convened at the School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the School.

(2) Education of students with disabilities.

i. The School shall implement a plan for meeting the needs of students with disabilities in accordance with state and federal laws and regulations, Institute policy and procedures, and as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the approval of the Institute and the School Board.

ii. The school is solely responsible for implementing, providing, and subsidizing those specialized instructional and related services required pursuant to student IEPs, as well as the services, modifications, or accommodations required by a student's Section 504 Plan. The School shall provide all special education support services to students at the School in accordance with state and federal laws and regulations and Institute policy, and in accordance with the plan for meeting the needs of students with disabilities as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the advance approval of the Institute and the School Board.

iii. The Institute contracts with a suite of Special Education Coordinators. The School shall utilize one of the Institute Special Education Coordinators and assign special education support staff as necessary to meet student needs, which staff shall be licensed in accordance with federal requirements and Colorado law.

iv. The School shall be responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education at the School (whether through the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, IDEA due process proceedings, or any other similar investigations) and shall be primarily responsible for managing the defense of and settlement of any such claims in cooperation with the Institute. The School agrees to

indemnify and hold harmless the Institute from any and all liability, claims, and demands arising from or relating to the education of students with disabilities at the School.

v. Pursuant to **C.R.S. §§ 22-30.5-503(3) and 22-20-106**, the Institute serves as the Local Educational Agency (“LEA”) with oversight authority for delivering special education services to the School. The School will take direction from and work collaboratively with the Institute with regard to the provision of special education services, evaluations and concerns, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the Institute disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the Institute’s position shall control.

vi. The Institute reserves the right to jointly direct with the School the development and/or modification of any IEP for special education students of the School. The Institute’s Director of Exceptional Student Services, or designee, shall maintain the same oversight responsibilities and authority as in all other Institute Schools. The School shall use Institute-approved special education forms and procedures and shall document compliance with the requirements of federal and state laws and regulations, including procedural due process. The Institute or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Institute shall have the right to require such changes necessary to comply with law and shall have the right to request other changes on behalf of students with disabilities.

vii. The School’s special education teachers and all related service providers are required to participate in compliance-oriented training and meetings sponsored by the Institute, and newly hired special education teachers shall participate in a state-approved induction program.

viii. In accordance with the CSI online compliance calendar, the School must report to the Institute its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of school, all special education teachers and related providers must be hired, appropriately qualified, and available to serve the identified needs of the students.

ix. On an ongoing basis, the Institute will assess the performance of the School with regard to special education. If—in the Institute’s sole discretion—the Institute finds the School’s performance with regard to special education to be deficient pursuant to state and federal law, the Institute may take remedial steps. Such steps may include, but will not be limited to, increasing the Institute’s level of oversight of the School. Should the Institute determine that any remedial steps are necessary, the Institute will oversee implementation of these steps. In the instance where the Institute takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance, the Institute may retain commensurate funds. Such circumstances are expected to be highly unusual. A written agreement specifying the services to be provided and their cost shall be executed, which agreement shall constitute an amendment to the Charter Contract, at the time of any such unusual intervention.

7.17 Assessment of Pupil Performance and Procedures for Corrective Action. The School agrees to implement any requirements necessary to meet the School’s and the Institute’s respective obligations under applicable provisions of federal and state law, including, but not limited to, those of the state Education Accountability Act of 2009 and the Every Student Succeeds Act. The School will administer interim assessments as set forth in the Applications and in adherence to the Institute’s assessment policy, and the School will provide assessment data to the Institute following each such interim assessment. Schools receiving an Improvement, Priority Improvement or Turnaround rating will be required to administer a state or nationally normed interim assessment in the fall and spring, at a minimum, and in accordance with the assessment vendor’s administration timelines and procedures. Any material revision to interim assessments may be made only with the prior approval of the Institute.

SECTION 8: FINANCIAL MATTERS

8.1 Funding and Disbursement of Per Pupil Revenue. Funding for the School shall be provided in accordance with the provisions of **C.R.S. § 22-30.5-513**. The Institute will disburse funding to the School as soon as reasonably possible after those funds are allocated from the State to the Institute, subject to the adjustments set forth below.

A. The School is geographically located in Colorado Springs School District 11, which is the “Accounting District” for purposes of funding.

B. During each fiscal year of the term, the parties agree that the Institute shall provide funding to the School in the amount of ninety-six percent (96%) of the Accounting District’s adjusted per pupil revenues (“PPR”), as defined by **C.R.S. § 22-30.5-513(1)**.

C. The Institute may retain the School’s per pupil share of the administrative overhead costs for actual and reasonable costs incurred by the Institute as a result of its performance of its statutory obligations; however, such costs shall not exceed 3% of PPR. Within ninety days after the end of each fiscal year, the Institute shall provide an itemized

accounting of all the Institute's administrative overhead costs pursuant to **C.R.S. § 22-30.5-513(2)(d)**. The Colorado Department of Education may retain an amount not to exceed 1% of PPR for administrative purposes from each Institute-authorized school.

D. Federal Categorical Aid. Each year the Institute will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans for such funds either by the Institute or the Colorado Department of Education, as required. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the Institute with the required documentation.

E. State Categorical Aid. In accordance with timelines provided by the CSI finance department, the Institute will provide to the School the School's proportionate share of applicable state categorical aid (e.g., At-Risk Supplemental Aid, English Language Proficiency Act, Gifted and Talented, Amendment 23 Capital Construction funds, or Transportation funding) received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans or other requirements for such funds either by the Institute or the Colorado Department of Education, as required.

F. The Institute will provide funding under the Colorado Exceptional Children's Education Act that is attributable to identified students with disabilities enrolled in the School and for which the School has supplied appropriate documentation to obtain such funding.

G. The parties shall cooperate in pursuing, appropriately disbursing, and properly accounting for funding provided by the federal and state governments for categorical programs such as Gifted and Talented, English as a Second Language, Medicaid Reimbursements, Title programs, and other federal and state grant sources and categorical aid programs for each eligible School student.

H. The School will have documented financial policies and procedures in place to include procedures that are compliant with federal statutes and regulations in accordance with the Uniform Guidance - Code of Federal Regulations. The School agrees to request its federal grant funds, at a minimum, on a quarterly basis using the appropriate documentation to obtain federal funds.

8.2 Disbursement of PPR Funding. Funding under **Section 8.1 (above)** will be made to the School in monthly installments, in accordance with **C.R.S. § 22-54-115**, subject, however, to annual appropriation and the Institute's receipt of the funding. Initial monthly payments shall be based upon enrollment projections in accordance with **Section 8.5 (below)**. However, the actual funding for each fiscal year shall be based upon the actual pupil enrollment for such fiscal year, as defined in **C.R.S. § 22-54-103(10)**; the Institute will adjust payments for such fiscal year, by credit or debit as applicable, as set forth in **Section 8.3 (below)**. Any adjustment resulting in a reduction of funding shall require reimbursement to the Institute by the School.

8.3 Adjustment to Funding. The Institute's monthly disbursement of funds will be adjusted as follows. Any and all mid-year legislative changes to the state's school finance formulas shall be passed along to the School as an adjustment (*i.e.*, a monthly debit or credit calculated to true-up the annual total by the end of the fiscal year) to the fiscal year's remaining monthly disbursements, beginning as soon as reasonably possible following the legislative change. Any and all adjustments imposed by CDE as part of CDE's per pupil true-up process (which typically applies to the January through June monthly disbursements) shall be passed along to the School, to the extent not offset by the Institute's early true-up adjustments. The Institute reserves the right to begin adjusting monthly disbursements following October 1st of the fiscal year (or any other applicable count day(s) established by law or by mutual agreement of the Parties), without waiting for CDE's true-up process, when in the Institute's sole discretion it appears to a reasonable certainty that the School's actual pupil count is materially different (as defined in **Section 8.5**) from the School's projected pupil count. Any PPR withheld from the School through the Institute's early true-up adjustments shall be kept in a separate account by the Institute and applied to offset the impact of CDE's true-up adjustments. Any additional funds paid to the School through the Institute's early true-up adjustments shall likewise be calculated to offset the impact of CDE's true-up adjustments, and shall be contingent upon the Institute having sufficient operating funds available. Funding may also be adjusted in January for any services provided by the Institute under this Contract. Where the remaining monthly disbursements in the fiscal year are not reasonably sufficient to cover the adjustments required by this **Section 8.3**, true-up payments shall be made by direct payment to the School or the Institute.

8.4 Budget. The School shall be responsible for the preparation of its budget and shall implement the School Board-approved operating budget. In accordance with the timelines provided in the Institute's online compliance calendar (or as otherwise requested by the Institute), the School shall submit to the Institute the School Board's adopted balanced budget for the upcoming school year, for Institute review for statutory compliance and compliance with the terms and conditions of the Contract. Any subsequently approved revisions to the budget shall be provided to the Institute within fifteen (15) days following School Board approval. Budgets must be developed and adopted in accordance with the state-mandated chart of accounts and **C.R.S. §§ 22-44-102 et seq.** A material violation of this **Section 8** shall constitute a material breach and may result in the Institute initiating remedies described in **Sections 3.5 and 12** of the Contract.

8.5 Enrollment Projections. Each year of operation, in accordance with pupil enrollment projections deadlines set by CSI in accordance with CDE timelines, the School will provide the Institute with its best initial estimates of its anticipated enrollment for the next school year. In the event that the projected enrollment materially differs from the Institute's estimate of anticipated enrollment, the Institute reserves the right to report to CDE initial funding estimates based on the more conservative figure. A material difference in enrollment shall mean at least 10% greater or lesser than the School's own estimate. Both the School's and the Institute's estimates of anticipated enrollment shall be formulated reasonably, and shall be based upon the current enrollment, documented intents to enroll (new and current), average annual rates of attrition, and any other identified factors deemed relevant by the party making the estimate. It is agreed by the parties that the purpose of this **Section 8.5** is to provide information to allow the Institute to prepare its future budgets, and that any information provided under this **Section 8**

will not be used by the Institute for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR Reserve. The School's ending fund balance will comply with the emergency reserve requirements of **Article X, Section 20 of the Colorado Constitution** ("TABOR Reserve"). The School will maintain its TABOR reserve in a revenue bearing account. In addition, the School will maintain a positive fund balance at year end. A material violation of this **Section 8.6** shall constitute a material breach and may result in the Institute initiating remedies described in **Sections 3.5 and 12** of the Contract.

8.7 Non-Appropriation of Funds. The parties agree that the funding for the School will constitute a current expenditure of the Institute. The Institute's funding obligations under this Contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the Institute. The Institute's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the General Assembly or the State Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the current year per pupil allocation or for providing services described herein for the entire term of the Contract.

8.8 Contracting. The School shall adhere to all applicable laws and regulations and Institute policies related to procuring and contracting for goods and services, including but not limited to student data privacy laws. The School further agrees to adhere to best practices relating to procuring and contracting for goods and services, including standards related to arms-length transactions and other conflicts of interest. The School will not extend the faith and credit of the Institute to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the Institute, and that the School's authority to Contract is limited by the same provisions of law that apply to the Institute, including restrictions on multi-year obligations under TABOR.

A. **Contents.** Unless otherwise agreed in writing by the Institute, or unless the contract is an adhesion contract over which the School has no ability to alter the terms or otherwise add a rider/amendment complying with this **Section 8.8(A)**, each Contract or legal relationship entered into by the School shall include the following provisions in addition to all other legally-required provisions:

i. The contractor acknowledges that the School is not an agent of the Institute, and accordingly the contractor expressly releases the Institute from any and all liability under this agreement; and

ii. Any financial obligations of the School arising out of the agreement are subject to annual appropriation by the School Board and the Institute.

B. **School Board Policies and Procedures.** The School shall adopt policies and procedures related to the procurement and contracting of goods and services in

alignment with applicable state and federal requirements, Institute policies, and best practices.

8.9 Financial Reporting. The School agrees to establish, maintain, publish, and retain appropriate financial records in accordance with Institute policy and all applicable federal, state, and local laws, rules, and regulations. The School agrees to make such records available to the Institute upon request or as required by Institute policy, or by federal or state laws, rules, or regulations. Financial records shall be posted in accordance with the state Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

A. **Annual Audit and Financial Data Pipeline File.** The School shall undergo an independent financial audit conducted in accordance with all applicable governmental accounting standards and performed by an independent certified public accountant each fiscal year. The audit shall include a balance sheet and statement of revenues, expenditures, and changes in fund balances which shall use the modified accrual basis of accounting in accordance with the CDE Financial Policies and Procedures Handbook. As supplementary information, the audit shall include a budgetary comparison schedule for the General Fund. The audit shall also include any such additional schedules as are necessary, in the Institute's sole discretion, to allow the Institute to accredit each school authorized by the Institute. (If the School is part of a charter school network under **C.R.S. § 22-30.5-104.7** that elects to be audited as a single legal entity, the Institute retains the right to request that the Network provides an audit of each charter school authorized by the Institute within the Network, per **C.R.S. § 22-30.5-104.7(2)(d) and (6).**) The results of the final audit will be provided to the Institute in accordance with the CSI online compliance calendar. The School will pay for the audit. In addition, the School will transmit the Financial Data Pipeline File, in a format provided by the Institute, to the Institute using the CDE chart of accounts in accordance with the CSI online compliance calendar. If such audit and Financial Data Pipeline file is not received in accordance with the CSI online compliance calendar, such failure will be considered a material breach of Contract, and action will be initiated as necessary and in accordance with the procedures described in the Institute's school compliance policy and CSI rules.

B. **Public School Finance Audits.** Pursuant to **1 CCR 301-39, Rule 8.00 et seq.**, the School shall be subject to audit by the CDE for any monies received by the School pursuant to the Public School Finance Act of 1994. Consequently, the School agrees to retain complete documentation supporting any certification made to CDE or any other data given to the CDE pursuant to the Public School Finance Act of 1994 until audited by CDE or until five years from the certification due date, whichever comes first.

i. If CDE determines that the School has received payment of funds greater than the amount to which the School is entitled, the School shall be responsible for repayment to CDE within thirty (30) days from the date of said determination. Should the School be unable or refuse to pay the determined

repayment amount, the School agrees that it may have its current payments or reimbursements withheld until the full amount of the repayment, plus applicable interest, is recovered.

ii. Should the School leave the Institute by changing authorizers or by conversion into any other kind of public or private school, then the School's obligation to repay shall (pursuant to **Section 11.6** of this Contract) survive the termination or expiration of this Contract and shall be enforceable by CSI for up to five years after the transfer or conversion of the School.

C. **Quarterly Reporting.** The School will prepare quarterly financial reports for the Institute in compliance with **C.R.S. § 22-45-102(1)(b)** and Institute policy. Quarterly financial reports shall be submitted to the Institute in accordance with the Institute online compliance calendar.

D. **Non-Authorized Commingling.** Except as specifically set forth in the School's Applications and/or official approval by resolution by the School Board, assets, funds, liabilities, and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

E. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without prior Institute approval, except that the Head of School and Board Chair may approve advances of up to one month's salary in cases of documented hardship.

8.10. Timing. Subject to all other provisions of this Contract, funds to be passed through the Institute to the School shall be forwarded to the School within thirty (30) days of receipt by the Institute.

SECTION 9: PERSONNEL

9.1 Employee Status. The School shall employ such personnel as are required for the efficient and effective operation of the School. All employees hired by the School shall be employees of the School and shall under no circumstances be considered an employee of the Institute.

9.2 Employee Policies. The School shall adopt and implement personnel policies in accordance with state and federal law to address, among other topics, hiring and termination of personnel, terms of employment, and compensation. All employee discipline decisions will be made by the School. Terms of the employment relationship are described in the Employee Handbook submitted in accordance with the CSI online compliance calendar. The Handbook may be amended or revised at the discretion of the School, with a copy of the amended or revised Handbook provided to the Institute.

9.3 Employee Qualifications. The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable federal and state law, rules and regulations (unless waived), including the federal Every Student Succeeds Act or its equivalent. Paraprofessionals employed by the School shall meet all

credentialing requirements imposed by applicable federal and state law, rules and regulations (unless waived).

9.4. Background Checks; Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable law, rules and regulations, including but not limited to **C.R.S. § 22-30.5-511.5**. No teacher or administrator with a criminal record that would ordinarily preclude them from obtaining a teacher license or from public school employment pursuant to **C.R.S. § 22-32-109.8(6.5)** will be employed at the School, regardless of waivers that may have been granted to the School. Independent contractors and outside companies that place employees in the School shall also complete the required background checks and provide evidence of such checks to the School.

SECTION 10: FACILITIES

10.1 Facility. The School facility shall be located at 2904 West Kiowa Street, Colorado Springs, CO 80904.

The School or its associated building corporation may not add a location, change a location or geographic district, or enter into any financing, leasing, or other arrangements in connection with a location change without providing advance written notification to the Institute in accordance with Institute policy. The School shall provide the Institute copies of any lease, purchase agreement, financing arrangements, and/or other such facility agreements and such certificates and permissions as are necessary to operate the School in the Facility. The school shall comply with all applicable state laws, regulations, and building codes (including but not limited to **C.R.S. §§ 22-30.5-507(10) and 22-32-124**) and shall obtain all requisite use permits and certificates of occupancy. The School shall be responsible for the construction and maintenance of any facilities owned or leased by it. The Institute shall have access at all reasonable times to any facility owned, leased, or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with this Contract.

SECTION 11: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE

11.1 Renewal Process. Pursuant to **C.R.S. § 22-30.5-511**, this Contract may be renewed for succeeding periods of at least one (1) academic year and not more than five (5) academic years. The Parties may extend the length of the charter contract beyond five academic years for the purpose of enhancing the terms of any lease or financial obligation, pursuant to **C.R.S. § 22-30.5-511(1)(b)**.

A. **Timeline and Process.** The School will submit its Renewal Application in accordance with renewal timelines promulgated by the Institute in the year before the School's Contract expires. The Institute Board will act on the Renewal Application (in accordance with renewal timelines promulgated by the Institute in the year before the School's Contract expires) following a public hearing where the School will have the opportunity to address the Institute Board. If the Institute Board decides not to renew the Contract, it will detail the reasons in its resolution.

B. **Renewal Application Contents.** In addition to contents required by law, the Renewal Application shall include additional information requested by the Institute Renewal Application regarding progress toward meeting the Institute's accreditation indicators. The Institute may modify this format without prior notice to the School.

11.2 Criteria for Non-Renewal or Revocation. The Institute may terminate, revoke, or deny renewal of the Contract for any of the grounds listed in **C.R.S. § 22-30.5-511(3), (4) and (4.5)** and **1 CCR 302-1**. The Institute will annually provide feedback about the School's progress toward meeting the Institute's accreditation requirements and other goals and objectives, in accordance with the CSI Annual Review of Schools. Grounds for termination, revocation, or denial will be in alignment with statute, CSI rule, and the CSI Annual Review of Schools. In addition, the School may be non-renewed if:

A. Pursuant to **C.R.S. § 22-11-210(1)(d)**, the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required; or

B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with **C.R.S. § 22-11-406(3)**.

11.3 School-Initiated Termination. Should the School choose to terminate this Contract before the end of the Contract term, it must do so in accordance with Institute rules and the procedures set forth in **1 CCR 302-1**, including providing notice to the Institute of the desired termination at least 10 months prior to the proposed effective date of termination. The School and Institute may waive or shorten the prior notice period by mutual agreement.

11.4 Dissolution. In the event the School ceases operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its education program until the end of the school year or another mutually agreed upon date. The Institute will supervise and have authority to conduct the winding down of the business and affairs for the School; provided, however, that in doing so, the Institute does not assume any liability incurred by the School beyond the funds allocated to it by the Institute under this Contract. School personnel and the School Board shall cooperate fully with the winding down of the affairs of the School, including convening meetings with parents at the Institute's request and counseling with students to facilitate appropriate reassignment.

As required by **C.R.S. § 22-30.5-513(6)(b)**, upon dissolution of the School, any moneys remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the Institute (or another charter school within the Institute, as determined by the Institute and the School in advance of dissolution). The School will execute all necessary documents required to convey such items. At the time of donation, any moneys requiring return or transfer to the donor or grantor shall be clearly documented. The School shall not commingle such funds with public moneys during the School's operations or wind down. Upon dissolution, all such documentation shall be provided to the Institute. In the event of a conflict between the

dissolution provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

11.5 Return of Property. In the event of termination or dissolution, all assets or property owned by the School that was purchased in whole or in part with funding provided by the Institute (including but not limited to real property, personal property, and financial assets) or that was purchased with federal grant funds through the Institute acting in its role as a fiscal agent, will be returned to and will remain the property of the Institute (or another charter school within the Institute) or will otherwise be distributed pursuant to law. The School will execute all necessary documents required to convey such items. Notwithstanding the above, the Institute will not have the right to retain assets or property leased by the School, unless the Institute chooses to comply with the terms of that lease. All non-consumable grants, gifts, and donations from non-public sources, as well as assets or property purchased by the School from non-public funds will be considered the property of the School unless otherwise identified by the donor in writing and may be disposed of per the School's articles of incorporation or by mutual agreement with the Institute. Such assets or property shall be clearly marked and properly inventoried at the time of acquisition, and such documentation shall be provided to the Institute upon dissolution. Assets or property purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets or property not otherwise described in this **Section 11.5** may be disposed of per the School's articles of incorporation or by mutual agreement with the Institute. In the event of a conflict between the return of property provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

11.6 Termination and Appeal Procedures. In accordance with **1 CCR 302-1**, the Institute shall provide the School written notice of the grounds for termination and the date of the termination hearing before the Institute Board. Prior to providing this notice, or in connection therewith, the Institute shall, in accordance with Institute rules, send the School a Notice of Breach. Termination shall not take effect until the School has exhausted or waived its opportunity to appeal such decision to the State Board.

11.7 Survival of Certain Contract Terms. Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

SECTION 12: GENERAL PROVISIONS

12.1 Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of state or federal laws, regulations, or requirements; this Contract; the Applications; or Institute policies, it is agreed that the order of precedence is as follows: state and federal laws, regulations, and requirements; the Contract and Institute policies; followed by the Applications.

12.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Institute Board and the School Board and executed by authorized representatives of the parties.

12.3 Merger. This Contract, together with the Applications and with the attachments and exhibits thereto, contains all terms, conditions, and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto. All prior representations, understandings, and discussions are merged herein and superseded and canceled by this Contract.

12.4 Non-assignment. Neither party to this Contract will assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract (including by merger) unless the other party agrees in writing to any such assignment. Such consent will not be unreasonably withheld, conditioned, or delayed.

12.5 Governing Law and Enforceability. This Contract will be governed and construed according to the Constitution and laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application will have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the parties do not successfully negotiate a replacement provision. The parties agree to meet and discuss in good faith any material changes in law that may significantly impact their relationship as set forth in the Contract.

12.6 No Third-party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the parties. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any third party receiving services or benefits hereunder will be deemed an incidental beneficiary only.

12.7 No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract will constitute a waiver of any other breach.

12.8 Notice. Unless otherwise specifically provided herein, any notice required or permitted under this Contract must be in writing and will be effective upon personal delivery or email delivery where an email address has been provided (subject to verification of service or acknowledgement of receipt), or three days after mailing when sent by certified mail, postage prepaid by the sender, using the addresses listed below. Either party may change the address for notice by giving written notice to the other party pursuant to this **Section 12.8**. Either party may from time to time designate in writing the persons to whom notice shall be sent.

If to Institute:

Colorado Charter School Institute
1600 Broadway, Suite 1250
Denver, CO 80202

If to School:

Mountain Song Community School
2904 West Kiowa Street
Colorado Springs, CO 80904

12.9 Severability. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract will remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

12.10 Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms and provisions of this Contract; second, the Renewal Application; third, the Original Application; and then the remaining exhibits.

12.11 Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile or electronic mail by either of the parties shall have the same effect as original signatures.

12.12 Business Days. As used in this Contract, “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the State of Colorado are closed in recognition of established holidays.

12.13 Referenced Laws, Policies, and Procedures. The parties agree that unless context clearly establishes otherwise, all references to applicable laws, statutes, rules, regulations, or policies are intended to include: (1) federal statutes and regulations, including interpretations and guidance from the responsible federal agencies; (2) state statutes and rules, including interpretations and guidance from the responsible state agencies, or (if waived) the replacement plan pursuant to **Section 5.9** of this Contract; (3) Institute policies and procedures; and (4) local ordinances, if generally applicable to public schools within the local government’s jurisdiction.

Unless context clearly suggests otherwise, all such references are intended to include later-enacted revisions, amendments, or replacements to those laws and policies. By way of example only, this includes (and is not limited to) updates to Performance Frameworks, the CSI Annual Review of Schools, and the CSI online compliance calendar.

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

<p><u>SCHOOL</u> MOUNTAIN SONG COMMUNITY SCHOOL</p>	<p><u>INSTITUTE</u> STATE CHARTER SCHOOL INSTITUTE</p>
<p>By: _____ Board Chair, Mountain Song Community School Board of Directors</p>	<p>By: _____ Board Chair, Colorado Charter School Institute Board of Directors</p>
<p>Date: _____</p>	<p>Date: _____</p>
<p>Attest: _____ Secretary, Mountain Song Community School Board of Directors</p>	<p><u>LEGAL REVIEW</u> Philip J. Weiser, Attorney General</p>
<p>Date: _____</p>	<p>By: _____ Assistant Attorney General</p>
	<p>Date: _____</p>

EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER RENEWAL APPLICATION

Agenda Item VIII.a.vi. Mountain Song Community School Renewal Application RESOLUTION 2041

RESOLUTION 2041

CONCERNING THE RENEWAL APPLICATION TO THE COLORADO CHARTER SCHOOL INSTITUTE FROM MOUNTAIN SONG COMMUNITY SCHOOL

WHEREAS, the existing charter school contract between the Colorado Charter School Institute (“CSI”) and Mountain Song Community School (“MSCS” or “the Applicant”) is 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 performance data, governance/operations data, and other outcomes data covering the full term of the Applicant’s contract;

WHEREAS, during the Fall of 2020, CSI staff conducted a site visit to corroborate and augment the information found in the charter renewal application and the CARS Report, and verify that the Applicant is implementing identified improvement strategies with fidelity;

WHEREAS, on November 6, 2020, the Applicant received its preliminary CARS Report summarizing cumulative academic information, financial and operations information and its CSI Accreditation Rating; and had the opportunity to provide additional information related to the preliminary CARS Report and the annual review documentation;

WHEREAS, on December 4, 2020, CSI staff provided a copy of the attached staff report and renewal recommendation, to the Applicant;

WHEREAS, on December 8, 2020, the CSI Board Performance Management Committee

convened to discuss the application and the staff recommendation, and the recommendation was forwarded to the full Board for consideration at the December 15, 2020 CSI Board Meeting; and

WHEREAS, the CSI Board has fully considered the renewal request from the Applicant, as well as the recommendation report from CSI staff, and all the additional information provided by the Applicant;

NOW, THEREFORE, BE IT RESOLVED by the CSI Board that the application from MSCS is hereby approved for a for an initial term of THREE years with a possible automatic TWO-YEAR CONTRACT EXTENSION should certain performance benchmarks be met;

BE IT FURTHER RESOLVED, that the following condition be fulfilled prior to execution of the charter renewal contract:

Condition #1: Submit your waiver request for inclusion as a contract exhibit. Note: Please review the CSI's waiver guidance and submit your request using the waiver template (<https://resources.csi.state.co.us/waivers/>). Due January 15, 2021.

BE IT FURTHER RESOLVED that the following milestone be incorporated into the charter renewal contract, which is subject to the review and approval of the Institute and the School and which may be adjusted as needed to ensure the greatest likelihood of a success:

Milestone #1: Should the School's free- and reduced-price eligible and special education enrollment fall below that of the School's local comparison schools based on the annual October Count, the School shall provide a plan to ensure that gap is reduced in the following year. Such plan must address staffing, budget, service provisions, identification, and recruitment and will be presented at the CSI Board's Performance Management Committee. Due January 31st each year.

BE IT FURTHER RESOLVED, that this decision be communicated to MSCS as soon as practicable and is hereby incorporated into the record.

Adopted this 15th day of December, 2020.

COLORADO CHARTER SCHOOL INSTITUTE

By: 
Jill Wenschutz (Dec 16, 2020 10:23 MST)
Chair, Board of Directors

I certify that the foregoing Resolution No. 2041 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on December 15, 2020, by a roll-call vote of Aye , Nay , and Abstention .

By: 
Eric Lerum (Dec 16, 2020 11:38 MST)
Secretary, Board of Directors

Agenda Item VIII.a.vi. Mountain Song Community School Renewal Application RESOLUTION 2041

Final Audit Report

2020-12-16

Created:	2020-12-16
By:	Amanda Oberg (amandaoberg@csi.state.co.us)
Status:	Signed
Transaction ID:	CBJCHBCAABA85lapzvXOuKMIPCYy9sGORoSesZEz309

"Agenda Item VIII.a.vi. Mountain Song Community School Renewal Application RESOLUTION 2041" History









-  Document created by Amanda Oberg (amandaoberg@csi.state.co.us)
2020-12-16 - 4:58:13 PM GMT - IP address: 24.128.28.2
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-  Document e-signed by Jill Anschutz (janschutz.csi@gmail.com)
Signature Date: 2020-12-16 - 5:23:52 PM GMT - Time Source: server- IP address: 71.237.5.239- Signature captured from device with phone number XXXXXX2947
-  Document emailed to Eric Lerum (ericlerum@gmail.com) for signature
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-  Document e-signed by Eric Lerum (ericlerum@gmail.com)
Signature Date: 2020-12-16 - 6:38:04 PM GMT - Time Source: server- IP address: 67.190.108.105
-  Agreement completed.
2020-12-16 - 6:38:04 PM GMT



EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS



Colorado Secretary of State
Date and Time: 05/18/2013 11:52 AM
ID Number: 20121042412
Document number: 20131296386
Amount Paid: \$25.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Amended and Restated Articles of Incorporation

filed pursuant to §7-90-301, et seq. and § 7-130-106 and §7-90-304.5 of the Colorado Revised Statutes (C.R.S.)

ID number: 20121042412

1. Entity name: Mountain Song Community School
(If changing the name of the corporation, indicate name before the name change)

2. New Entity name:
(if applicable) _____

3. Use of Restricted Words *(If any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

<input type="checkbox"/>	"bank" or "trust" or any derivative thereof
<input type="checkbox"/>	"credit union" <input type="checkbox"/> "savings and loan"
<input type="checkbox"/>	"insurance", "casualty", "mutual", or "surety"

4. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____
(mm/d/yyyy)

or

If the corporation's period of duration as amended is perpetual, mark this box:

5. The amended and restated constituent filed document is attached.

6. The amendment to the articles of incorporation was in the manner indicated below:
(make the applicable selection)

The amendment and restatement was adopted by the board of directors or incorporators without member action and member action was not required.

The amendment and restatement was adopted by the members AND the number of votes cast for the amendment by each voting group entitled to vote separately on the amendment was sufficient for approval by that voting group.

(If the amended and restated articles of incorporation include amendments adopted on a different date or in a different manner, mark this box and include an attachment stating the date and manner of adoption.)

7. (Optional) Delayed effective date: _____
(mm/d/yyyy)

Notice:
Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic

statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Issagholian	Rita	Hadani	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<hr/>			
<small>(Street name and number or Post Office Box number)</small>			
2625 Tamora Way			
<hr/>			
Colorado Springs	CO	80919	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<hr/>			
	United States		
<small>(Province - if applicable)</small>	<small>(Country - if not US)</small>		

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

**ARTICLES OF INCORPORATION OF
MOUNTAIN SONG COMMUNITY SCHOOL**

Pursuant to the Colorado Revised Nonprofit Corporation Act (C.R.S. §7-121-101 et seq.), the undersigned adult natural person, acting as incorporator, hereby establishes a nonprofit corporation pursuant to the Colorado Revised Nonprofit Corporation Act and adopts the following Articles of Incorporation (“Articles”):

ARTICLE 1 - NAME AND ADDRESS

The name of the corporation is Mountain Song Community School (“Corporation”). The Corporation’s initial principal place of business is 1524 North Nevada Ave., Colorado Springs, Colorado 80907.

ARTICLE 2 - DURATION

The Corporation shall have perpetual existence.

ARTICLE 3 - REGISTERED AGENT AND ADDRESS

The initial registered agent of the Corporation is Neah Bay Downs Douglas; and the address of the initial registered office is 1524 North Nevada Ave., Colorado Springs, CO 80907.

As of February 6, 2013, the registered agent of the Corporation is Rita Hadani Issagholian; and, the address of the initial registered office is 2625 Tamora Way., Colorado Springs, CO 80919.

ARTICLE 4 - PURPOSES AND POWERS

4.1 Purposes – The Corporation is organized and shall be operated exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Service Code of 1986, as amended (the “Code”). Subject to the foregoing, the specific purposes and objectives of the Corporation shall include but are not be limited to the following:

- (a) Organizing and operating a public charter school to educate students in Kindergarten thru 8th grade and a fee based preschool using Waldorf methods;
- (b) Supporting, encouraging and facilitating a nutrition and wellness curriculum that will promote the understanding and application of the principles of good health and a healthy lifestyle; and

- 1 -

(c) Supporting and collaborating with other organizations, projects, and initiatives that are organized and operated for similar purposes.

4.2 Powers – In furtherance of the foregoing purposes and objectives (but not otherwise) and subject to the restrictions set forth in Section 4.3, the Corporation shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by law.

4.3 Restrictions On Powers – The following restrictions shall exist upon the powers of the Board of Directors, Officers and others:

(a) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, director or officer of the Corporation or any other individual (except that reasonable compensation may be paid for services rendered to or for the benefit of the Corporation affecting one or more of its purposes); and no member, director or officer of the Corporation or any other individual shall be entitled to share in any distribution of any of the corporate assets on dissolution of the Corporation or otherwise.

(b) No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. However, if the Corporation is an organization to which section 501(h) of the Code applies and the Corporation has effectively elected to have such section apply, the Corporation shall have power to carry on the activities permitted by such section, but only to the extent such activities shall not result in the denial of exemption under such section. The Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

(c) Upon dissolution of the Corporation, all of the Corporation's assets remaining after payment of or provision for all of its liabilities ("Net Assets") shall be paid over or transferred to and among one or more exempt organizations described in section 501(c)(3) of the Code, contributions to which are deductible under section 170(c)(2) of the Code. The organizations to receive such property, and their respective shares and interests, shall be designated by the Board of Directors.

(d) Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax as an organization described in section 501(c)(3) of the Code, or by a corporation, contributions to which are deductible under section 170(c)(2) of the Code, and, during any period of time in which the Corporation is a "private foundation" as defined in section 509(a) of the Code:

- 2 -

(1) The Corporation shall not engage in any act of “self-dealing,” as defined in section 4941(d) of the Code, so as to give rise to any liability for the tax imposed by section 4941 of the Code;

(2) The Corporation shall make distributions for each taxable year at such time and in such manner so as not to become subject to the tax imposed by section 4942 of the Code;

(3) The Corporation shall not retain any “excess business holdings,” as defined in section 4943(c) of the Code, so as to give rise to any liability for the tax imposed by section 4943 of the Code;

(4) The Corporation shall not make any investments that would jeopardize the carrying out of any of the exempt purposes of the Corporation, within the meaning of section 4944 of the Code, so as to give rise to any liability for the tax imposed by section 4944 of the Code; and

(5) The Corporation shall not make any “taxable expenditure,” as defined in section 4945(d) of the Code, so as to give rise to any liability for the tax imposed by section 4945 of the Code.

(e) All references in these Articles to provisions of the Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

ARTICLE 5 – MEMBERS

The Corporation shall have no capital stock and no members. The management of the Corporation shall be vested in the Board of Directors.

ARTICLE 6 - BOARD OF DIRECTORS

6.1 General – The management of the affairs of the Corporation shall be vested in a Board of Directors, except as otherwise provided in the Colorado Revised Nonprofit Corporation Act, these Articles or the Bylaws of the Corporation. The number of directors, their classifications, if any, their terms of office and the manner of their election or appointment shall be as provided from time to time in the Bylaws of the Corporation.

6.2 Liability of Directors – No director shall be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a director, except that the foregoing shall not eliminate or limit liability of a director to the Corporation for monetary damages for the following:

(a) any breach of the director’s duty of loyalty to the Corporation;

- 3 -

(b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(c) acts specified in C.R.S. Section 7-128-403, as it now exists or hereafter may be amended (regarding a director's assent to or participation in the making of any loan by the Corporation to any director or officer of the Corporation); or

(d) any transaction from which the director directly or indirectly derived an improper personal benefit.

If the Colorado Revised Nonprofit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be further eliminated or limited to the fullest extent permitted by the Colorado Revised Nonprofit Corporation Act. Any repeal or modification of this Section 6.2 shall be prospective only and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

6.3 Initial Board – Between five (5) and eleven (11) directors shall constitute the Initial Board of Directors.

ARTICLE 7 - BYLAWS

The Bylaws of the Corporation shall be as adopted by the Board of Directors. Except to the extent limited by the Colorado Revised Nonprofit Corporation Act, the Board of Directors shall have power to alter, amend or repeal the Bylaws from time to time in force and adopt new Bylaws. The Bylaws of the Corporation may contain any provisions for the management and regulation of the affairs of the Corporation that are consistent with law or these Articles, as these Articles may from time to time be amended. However, no bylaw in effect at any time and no amendment to these Articles shall have the effect of giving any director or officer of the Corporation, or any other individual, any proprietary interest in the Corporation's property or assets, whether during the term of the Corporation's existence or as an incident to its dissolution.

ARTICLE 8 - INDEMNIFICATION

8.1 No Limitation on Indemnification – Nothing in these Articles shall be construed to limit or restrict the ability of the Corporation:

(a) to indemnify its officers, directors, employees, fiduciaries or agents against liabilities asserted against or incurred by such officers, directors, employees, fiduciaries, or agents for actions taken by (or omissions of) such persons in such capacities.

- 4 -

(b) to advance the counsel fees of its officers, directors, employees, fiduciaries or agents incurred in defending liabilities asserted against or incurred by such officers, directors, employees, fiduciaries or agents for actions taken by (or omissions of) such persons in such capacities.

8.2 Procedures for Indemnification – Except as set forth in the Colorado Revised Nonprofit Corporation Act or as set forth in the Bylaws of the Corporation, indemnification of officers, directors, employees, fiduciaries or agents shall not be mandatory. Indemnification when permissive under the Colorado Revised Nonprofit Corporation Act shall be granted as set forth from time to time in the Bylaws of the Corporation.

ARTICLE 9 - AMENDMENTS

The Board of Directors shall have the exclusive power and authority to amend these Articles at a meeting of the Board of Directors by the vote of a majority of the directors in office.

ARTICLE 10 - DISSOLUTION

The Corporation may be dissolved as provided by Colorado law for dissolution of nonprofit corporations. Upon dissolution, the Net Assets of the Corporation must be distributed subject to the restrictions set forth in Section 4.3(c).

ARTICLE 11 - INCORPORATOR

The name and address of the incorporator is:

Neah Bay Downs Douglas
325 Sutherland Place
Manitou Springs, CO 80829

ARTICLE 12 – DELIVERY

The name and mailing address of the individual who causes this document to be delivered for filing and to whom the Secretary of the State of Colorado may deliver notice if filing of this document is refused is:

Rita H. Issagholian
2625 Tamora Way
Colorado Springs, CO 80919

NEA Bay Downs

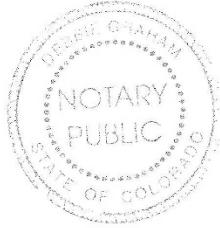
ACKNOWLEDGEMENT

STATE OF COLORADO

Acknowledged before me this 14th day of May, 2013 by Neah Bay Downs Douglas, as incorporator,

Debbie Graham

(SEAL)



Notary Public: *Debbie Graham*

Address: *90 So. Cascade Ave
Co. Spgs. CO 80903*

My commission expires: *10/27/2013*



BYLAWS

ARTICLE 1 - OFFICES

1.1 Main Office – The main office of Mountain Song Community School, (the “School” or “MSCS”) is located at 2904 W. Kiowa St., Colorado Springs, Colorado 80904. The School may have such other offices, either within or outside Colorado, as the Board of Directors may designate or as the affairs of the School may require.

1.2 Registered Office – The registered office of the School is required by the Colorado Nonprofit Corporation Act to be maintained in Colorado and may be, but need not be, the same as the principal office if in Colorado. The address of the registered office may be changed by the Board of Directors or by the officers of the School at any time.

ARTICLE 2 - NO MEMBERS

2.1 The School, as a legal entity, shall have no members per Article 5 of the Articles of Incorporation.

ARTICLE 3 - BOARD OF DIRECTORS

3.1 General Powers – The business and affairs of the School shall be governed by its Board of Directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, the Articles of Incorporation, or these Bylaws.

3.2 Number and Qualifications – Members of the Board of Directors of the School shall be persons at least eighteen (18) years of age or older. The minimum number of board members shall be five (5) and the maximum number shall be eleven (11). By resolution, the Board shall establish the number of board members to serve on the Board at any time.

To be qualified to serve on the School’s Board, each board member must agree to:

- Be familiar with the MSCS Charter School Application and Contract,
- Support the educational philosophy and administrative structure of the School,
- Read *Understanding Waldorf Education* by Jack Petrash and any additional materials that the Board deems appropriate,
- Follow parliamentary procedures, using *Robert’s Rules of Order* as a reference, in Board related meetings,
- Read Colorado Department of Education’s *Charter School Governing Board Training Handbook* and complete all required trainings regarding charter school governance,
- Demonstrate (quarterly) proficiency in the School’s Waldorf inspired program, best practices in non-profit and charter school governance, and understanding of academic achievement data. (This may include a schedule of training opportunities provided to each member with a requirement of participation in one per quarter. Training opportunities may include webinars, bringing in consultants, Colorado Department of

Education and Colorado League of Charter Schools' conferences/meetings, attending teacher development days, Waldorf conferences/lectures, etc.),

- Participate in yearly self-evaluations and board retreat,
- Read and abide by MSCS' Articles of Incorporation, Bylaws, Conflict of Interest Policy, and Anti-Nepotism Policy, and
- Read and sign the Board Handbook and Agreement.

Parents of current students and members of the community at large may serve on the Board. Prior board experience is helpful but not required. The Executive Leadership Team are be a non-voting *ex-officio* members of the Board. Upon the formation of the College of Teachers, the Chair(s) of the College of Teachers shall also be non-voting *ex-officio* member(s) for the Board. Subject thereto, no faculty or other staff member may be a candidate or serve on the Board due to the inherent conflict of interest in having an employee of the School on the Board of Directors. No family member of the ELT may serve on the Board; family members of faculty or staff may serve on the Board.

Board members conduct themselves in a professional manner and the success of the School is their primary concern. The educational success of students is a major motivation for serving on the Board of Directors. All board members are required to attend a yearly board conference during which the goals of the Board are defined, a Board self-evaluation critiqued, and other pertinent topics are discussed.

Board members shall exemplify integrity, honesty, and respect. A dedication and commitment to the mission and vision of the School shall be the highest priority for any board member. Any board member finding him/herself involved in an irresolvable conflict shall put the vision of the School first and foremost. Board members shall demonstrate initiative in remaining informed about the School's activities and progress through regular attendance at Board meetings and other planned meetings and through reading School reports and recommended publications.

A board member is prohibited from using his/her position of authority while acting in a parent or volunteer role at the School. Board members shall foster good relationships with the ELT and staff on a personal level. With humility, each board member will serve the best interests of the School.

3.3 Board Member Competencies – Diversity of expertise and perspective, and connection to the community are important factors to consider. The School will seek board members who are working, or have worked, as professionals in such careers as education, business, human resources, development, fundraising, real estate, military, government, management, personnel, marketing, law, or finance. In addition, the School will benefit greatly from recruiting at least (a) two current parents, (b) one community leader and (c) one individual who is not a parent.

3.4 Appointments – All board members shall be appointed by the Board. To be appointed, a candidate must satisfy the qualifications set forth in these Bylaws and receive affirmative votes by at least two-thirds of the total number of board members serving on the Board at that time at any regular or special meeting at which a quorum is present.

3.5 Terms and Term Limits – Board members shall serve a minimum two-year term with an option to serve a third year by mutual agreement of member and Board, with no screening or vote necessary. Board members may serve a maximum of two three-year consecutive terms.

Once two consecutive terms have been served, a board member may not be re-appointed to the Board until at least one year off the Board at which time he/she may again be appointed like any other person. Generally, terms of office begin on July 1 and end on June 30. A member appointed to the Board between July 1st and December 31 shall be credited with one full year of service (concluding June 30th of the following year.) A member appointed to the Board between January 1st and June 30th may be credited with a prorated length of service or with no service time at the discretion and by a vote of the Board.

3.6 Regular Meetings and Working Sessions – The Board of Directors shall meet at least ten (10) times per year absent extraordinary circumstances. Usually, the Board meets every month except December and June. All meetings shall be open to the public. Regular meetings are primarily focused school governance. The Board may also hold “working session” meetings at which Board members focus on and conduct Board work. At the first regular meeting in January¹, the Board of Directors shall provide notice to the public, by resolution the time and place for holding regular meetings as well as the location(s) in which Board meeting announcements will be made.

3.7 Special Meetings – Special meetings of the Board of Directors may be called by the Executive Leadership Team, the President of the Board of Directors, or a majority of the board members. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting provided that no meeting shall be called outside of the State of Colorado unless a majority of the Board has so authorized.

3.8 Notice and Agendas – Notice stating the place, day, and time of every meeting and the agenda for the meeting shall be given to each member of the Board of Directors and shall be posted in the designated location of the School for the benefit of the public as soon as practicable but not later than twenty-four (24) hours before the meeting. The Board of Directors shall comply with these and every other requirement of the Colorado Open Meetings Law, any amendments and successors thereto.

3.9 Quorum and Voting – A quorum of the Board of Directors shall exist when a majority of the all voting board members are present at a meeting and, simultaneously, a majority of officers (i.e., three of four officers) are present at the meeting. Persons present by telephone or by online video teleconference shall be deemed to be present “in person” for all purposes in these Bylaws provided such persons can simultaneously hear and speak to all other persons present. If a quorum does not exist, the meeting may adjourn without further notice until a quorum is secured. Each board member, except *ex-officio* members, shall have one vote. Unless otherwise specified in these Bylaws or in the Articles of Incorporation, the act of a majority of the board members present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.10 Attendance Expectations – Board members are expected to attend all meetings of the Board of Directors unless excused. Missing more than two consecutive Board meetings without prior approval from the President or at least two other board members shall be grounds for removal from the Board. Unexcused absences from one-third of the Board meetings in any one year shall also be grounds for removal of a board member.

3.11 No Proxies – Board members may not vote by proxy.

¹ Colorado Revised Statutes Title 24. Government State §24-6-402. Meetings--open to public--definitions, clause (2)(c)

3.12 Waiver – A board member who is present at a meeting of the Board of Directors is deemed to have assented to all action taken unless: (a) at the beginning of the meeting or promptly upon arrival, the board member objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken; (b) the board member contemporaneously requests that the board member’s dissent or abstention as to any specific action taken be entered in the minutes; or (c) the board member causes written notice of the board member’s dissent or abstention as to any specific action to be received by the President or other presiding board member of the meeting before adjournment or by the School promptly after adjournment. The right of dissent or abstention is not available to a board member who votes in favor of the action taken.

3.13 Board Member Minimum – It shall be the duty of the Board of Directors to appoint members to ensure that the Board of Directors has at least five (5) members and at most eleven (11) members. When the Board has fewer than five (5) members, the Board of Directors shall make every reasonable effort to find and appoint new members as quickly as possible to bring the number to five (5). Under no circumstances shall the number of Board member be less than five (5) for more than sixty (60) days upon acceptance of a resignation pursuant to Section 3.15 of these Bylaws that brings the number of Board members to less than five (5). During the period in which the Board recruiting new members, the Board may continue to function normally notwithstanding the fact that it may have fewer than five (5) board members.

Term Completions - A person may be appointed to fill and complete the unexpired term of a Board member who has left the Board prior to completion of their three-year term. For purposes of term limits, if a person is appointed by the Board to complete a term and that person serves less than half of one term, then that service shall not be counted a “term” and the person may still serve two consecutive three year terms prior to being required to step down due to term limits.

3.14 Committees – Committees of the Board may be created by one or more resolutions adopted by the vote of a majority of the board members present in person at a meeting at which a quorum is present. Generally, committees shall be composed of at least one board member and any other persons and shall have such powers as delegated by the Board. Members of the Executive Leadership Team or his/her designee shall be an *ex-officio* member of all committees. At a minimum, the Board shall establish the following committees and will set the rules for each committee:

- a) Executive Committee,
- b) Finance Committee,
- c) School Accountability Committee and
- d) Statutory Oversight Committee

3.15 Resignation – A board member may resign at any time by giving written notice of resignation to the President of the Board of Directors. The resignation is effective when the notice is received unless the notice specifies a later effective date.

3.16 Removal – Any member of the Board of Directors of the School may be removed by the affirmative vote of two-thirds of the remaining board members. All board members must be provided at least seven (7) days notice that there will be a vote to remove one of the board members and the board member subject to the vote must be named in the notice. The notice shall specify the time, date and location of the meeting at which the vote will occur. The agenda

produced for that meeting must also state that there will be a vote to remove a board member and the board member subject to that vote must be named in the agenda.

3.17 No Compensation and Expense Reimbursement – Board members shall not receive compensation from the School for serving in such office although the School may reimburse any member of the Board of Directors for reasonable expenses incurred in connection with service on the Board as determined by the Board either by general policy or on specific matters.

3.18 Standard of Conduct for Board Members and Officers – Each board member and officer shall perform his/her duties including, without limitation, his/her duties as a member of any committee of the Board in good faith, in a manner the board member or officer reasonably believes to be in the best interests of the School, and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of his/her duties, a board member or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated below. However, a board member or officer shall not be considered to be acting in good faith if the board member or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A board member shall not be liable to the School for any action the board member or officer takes or omits to take as a board member or officer if, in connection with such action or omission, the board member or officer performs their duties in compliance with this section. A board member or officer, regardless of title, shall not be deemed to be a trustee with respect to the School or any property held or administered by the School including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

A Board member is entitled to rely on the following designated persons:: (a) one or more officers or employees of the School whom the board member or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, a public accountant or other person as to matters which the board member or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Board of Directors on which the board member or officer does not serve if the board member or officer reasonably believes the committee merits confidence.

ARTICLE 4 - OFFICERS OF THE BOARD OF DIRECTORS

4.1 Number and Qualifications – The Officers of the Board of Directors shall consist of the President, Vice-President, Secretary, and Treasurer. Any voting member of the Board shall be eligible to serve as an officer. A board member may hold two, but no more than two, officer positions at one time.

4.2 Selection and Term of Office – The Board shall elect, by a simple majority of eligible voting members, its officers at the first regular public meeting of the fiscal year or as necessary. The first regular public meeting will usually occur in July. Officers of the Board shall serve for a term of one year and until their successors are elected or until their resignation, removal, or death. Board members may serve three one-year terms in a particular office after which time a board member may not serve in that office for at least one year.

4.3 Officer Vacancies – An Officer elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

4.4 President – The President shall preside at all meetings of the Board of Directors. The President may execute contracts when authorized by the Board. In general, the President shall

perform all duties and may exercise all rights as are incident to the office of President of the Board of Directors and such other duties as may be prescribed by the Board or these Bylaws. The President shall be responsible for drafting the agenda after consultation with the Executive Committee and for making it available to Board members prior to each meeting. The President should endeavor to make the agenda available for review at least seven (7) days prior to any Board meeting so that the board members have enough time to carefully review it prior to the meeting.

4.5 Vice-President – The Vice-President shall have all the powers and perform all the duties of the President in the absence of the President. The Vice-President shall perform such other duties as may be assigned to him/her by the President or by the Board of Directors.

4.6 Secretary – The Secretary shall be responsible for ensuring that (a) the minutes of the proceedings of the Board of Directors and all committees of the Board are properly kept; (b) all notices are duly given, and agendas properly posted, in accordance with the provisions of these Bylaws or as required by law; (c) the corporate records and the seal of the School, if any, are properly maintained; and (d) all duties incident to the office of Secretary and such other duties as may be assigned to the Secretary by the Board of Directors are duly performed. Assistant secretaries, if any, shall have the same duties and powers subject to supervision by the Secretary.

4.7 Treasurer – The Treasurer shall oversee the financial transactions and financial reports prepared for the Board and shall see that proper financial procedures are followed as established by the Board.

4.8 Executive Committee – The Executive Committee shall consist of, at minimum, the Executive Leadership Team and the President and Vice-President of the Board. They shall meet at least once prior to each regular Board meeting to discuss School business and prepare for the upcoming Board meeting.

4.9 Finance Committee – The Finance Committee shall consist of, at minimum, the Director of Operations and Treasurer of the Board. They shall meet at least once prior to each regular Board meeting to discuss School finances and prepare the financial report for the upcoming Board meeting.

4.10 Authority and Duties of Officers of the Board – The officers of the Board of Directors shall have the authority to and shall exercise the powers and perform the duties specified herein and as may be additionally specified by the Board of Directors and may be required by law. Nothing herein shall prohibit the delegation by an officer of any duty of that officer described; but no such delegation shall operate to relieve the delegating officer from any responsibility imposed by law or these Bylaws.

4.11 Resignations and Removal – Any officer may resign from an officer position at any time by giving written notice to the President or Secretary of the Board of Directors. Such resignation shall take effect when notice is received unless the notice specifies a later effective date. The acceptance of such resignation shall not be necessary to make it effective unless otherwise stated therein. Any officer may be removed from an officer position at any time, with or without cause, by an affirmative vote of a two-thirds majority of the remaining members of the Board whenever, in their judgment, the best interests of the School are served by the removal.

ARTICLE 5 - EXECUTIVE LEADERSHIP OF THE SCHOOL

5.1 Selection and Overview – The Board of Directors shall select the members of the Executive Leadership Team who shall be the chief administrators of the School and who shall have such duties as are prescribed in their respective job descriptions or as otherwise determined by the Board of Directors. The Executive Leadership Team shall select any assistant administrators and all other employees of the School. The Board of Directors shall evaluate the performance of each member of the Executive Leadership Team but not less frequently than once per year.

5.2 Executive Leadership Team Responsibilities – The Executive Leadership Team shall, subject to the direction and supervision of the Board of Directors, (a) be the chief administrators of the School and have general and active control of its affairs and business, and general supervision of its agents, employees, and volunteers; (b) see that all orders and resolutions of the Board of Directors are carried into effect; (c) perform all other duties as may be assigned by the Board of Directors; and (d) be primarily responsible for the School’s educational program and success. The Executive Leadership Team shall serve as advisory, non-voting members of the Board of Directors. In addition, the Executive Leadership Team is charged with faithfully representing the issues and needs of the faculty and staff to the Board.

5.3 Compensation – The Board of Directors shall set the amount and type of compensation for the individual Executive Leadership Team members. The Board may also set the compensation for all other employees as it sees fit, either by setting compensation ranges or schedules, or by prescribing compensation directly, or it may delegate setting compensation entirely to the Executive Leadership Team.

5.4 Removal – Members of the Executive Leadership Team may be removed by the Board of Directors whenever, in its judgment, the best interest of the School will be best served thereby. But such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE 6 - INDEMNIFICATION

6.1 Definitions – For purposes of this Article 6, the following terms shall have the meanings set forth below:

6.1.1 “School” means Mountain Song Community School, a Colorado nonprofit corporation.

6.1.2 The terms “Board member” or “Officer” shall mean those positions described herein as a member of the Board of Directors and Officer serving on the Board of Directors.

6.1.3 “Expenses” means the actual and reasonable expenses, including attorneys’ fees, incurred by a party in connection with a proceeding.

6.1.4 “Liability” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private corporation or an employee benefit plan) or expense incurred with respect to a proceeding.

6.1.5 “Official capacity” (1) when used with respect to a board member, means a member of the School’s Board of Directors; (2) when used with respect to an individual other than a board member, means the office/position held at the School by that individual or the employment relationship undertaken by the employee on behalf

of the School in the performance of his/her duties as such officer or employee. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a board member, officer, employee, fiduciary or agent thereof.

6.1.6 "Party" means any person who was, is or is threatened to be made a named defendant or respondent in a proceeding by reason of the fact that such person is or was a board member, officer or employee of the School and any person who, while a board member, officer or employee of the School, is or was serving at the request of the School as a board member, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the School's request if such party's duties to the School also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan.

6.1.7 "Proceeding" means any threatened, pending or completed action, suit or proceeding or any appeal therein whether civil, criminal, administrative, arbitrative or investigative (including an action by the School) and whether formal or informal.

6.2 Right to Indemnification

6.2.1 Standards of Conduct – Except as provided in Section 6.2.4 below, the School shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if: (a) such party conducted himself or herself in good faith; (b) such party reasonably believed (i) in the case of a board member acting in his/her official capacity, that his/her conduct was in the School's best interest, or (ii) in all other cases, that such party's conduct was at least not opposed to the School's best interest; and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his/her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 6.2, any party acting in his/her official capacity who is also a board member of the School shall be held to the standard of conduct set forth in Section 6.2.1(b)(i) even if such party is sued solely in a capacity other than as such board member.

6.2.2 Employee Benefit Plans – A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interest of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 6.2.1(b)(ii). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interest of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2.1(a).

6.2.3 Settlement – The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 6.2.1.

6.2.4 Indemnification Prohibited – Except as hereinafter set forth in this Section 6.2.4, the School may not indemnify a party under this Section 6.2 either (a) in

connection with a proceeding by the School in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the School; or (b) in connection with any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that personal benefit was improperly received by the party (even if the School was not thereby damaged). Notwithstanding the foregoing, the School shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (a) and (b) of this Section 6.2.4 or whether or not the party met the applicable standard of conduct set forth in Section 6.2.1, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Code.

6.2.5 Claims by School – Indemnification permitted under this Section 6.2 in connection with a proceeding by the School shall be limited to expenses incurred in connection with the proceeding.

6.2.6 Combined Proceedings – If any claim made by the School against a party is joined with any other claim against such party in a single proceeding, the claim by the School (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article 6.

6.3 Prior Authorization Required – Any indemnification under Section 6.2 (unless ordered by a court) shall be made by the School only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 6.2.1 and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors by a majority vote of a quorum of the Board. Such quorum shall consist of board members not parties to the subject proceeding or by such other person or body as permitted by law.

6.4 Success on Merits or Otherwise – Notwithstanding any other provision of this Article 6, the School shall indemnify a party to the extent such party has been successful, on the merits or otherwise, including, without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding to which the party was a party against expenses incurred by such party in connection therewith.

6.5 Advancement of Expenses – The School shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the School a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Section 6.2.1(a); (b) the party furnishes the School a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article 6 have been made in the manner provided in Section 6.3. The undertaking required by clause (b) must be an unlimited general obligation of the party but need not be secured and may be accepted without reference to financial ability to make repayment.

6.6 Payment Procedure – The School shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 6.4 and by the written affirmation and undertaking to repay as required by Section 6.5 in the case of indemnification under such section. The right to indemnification and advances granted by this Article 6 shall be enforceable in any court of competent jurisdiction if the School denies the claim, in whole or in part, or if no disposition of such claim is made within ninety (90) days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the School.

6.7 Insurance – By action of the Board of Directors, notwithstanding any interest of the board members, the School may purchase and maintain insurance in such amounts as the Board of Directors deems appropriate to protect itself and any person who is or was a board member, officer, employee, fiduciary or agent of the School, or who, while a board member, officer, employee, fiduciary or agent of the School, is or was serving at the request of the School as a board member, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the School would have the power to indemnify such person against such liability under applicable provisions of law or this Article 6. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the School has an equity or any other interest, through stock ownership or otherwise. The School may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

6.8 Right to Impose Conditions to Indemnification – The School shall have the right to impose, as conditions to any indemnification provided or permitted in this Article 6, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the School; (b) that the School shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the School shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the School.

6.9 Other Rights and Remedies – Except as limited by law, the indemnification provided by this Article 6 shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the Articles of Incorporation, any other or further provision of these Bylaws, vote of the Board of Directors, agreement, or otherwise.

6.10 Applicability and Effect – The indemnification provided in this Article 6 shall be applicable to acts or omissions that occurred prior to the adoption of this Article 6, shall continue as to any party entitled to indemnification under this Article 6 who has ceased to be a board member, officer or employee of the School or, at the request of the School, was serving as and has since ceased to be a board member, officer, employee, fiduciary or agent of any other

domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article 6 or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article 6 shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the School to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article 6 shall be deemed to be provided by a contract between the School and each party covered hereby.

6.11 Indemnification of Agents – The School shall have the right, but shall not be obligated, to indemnify any agent of the School not otherwise covered by this Article 6 to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 6.3.

6.12 Savings Clause and Limitation – If this Article 6 or any section or provision hereof shall be invalidated by any court on any ground, then the School shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article 6 that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the School shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the School as an organization described in Section 501(c)(3) of the Internal Revenue Code or that would result in the imposition of any liability under Section 4941 of the Internal Revenue Code.

6.13 Surety Bonds – The Board of Directors shall not be required to but may, as appropriate, require any officer or agent of the School to execute to the School a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of such person's duties and for the restoration to the School of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the School.

ARTICLE 7 - PURPOSE AND RESTRICTIONS

7.1 General – The purposes of the School are those set forth in the Articles of Incorporation subject to restrictions set forth in such Articles of Incorporation, restrictions on amendment as set forth in the Articles of Incorporation, and restrictions on amendment set forth in these Bylaws pursuant to the authority set forth in the Articles of Incorporation.

7.2 Contributions, Special Funds – The School may accept contributions, grants, bequests or devises designated to and consistent with its purposes. The designation of funds shall not, however, restrict the School's ownership, dominion and control of the designated funds in any manner which is inconsistent with the School's duties and powers as an organization described in Section 501(c)(3) of the Code.

7.3 Primary Purpose – The School's first and primary purpose is to organize and operate a public charter school to educate students from Kindergarten thru 8th grade using Waldorf methods as described in the Charter Application. This Section (§7.3) of the Bylaws shall not be amended without the unanimous vote of the Board of Directors.

ARTICLE 8 - OPEN MEETINGS LAW, PUBLIC RECORDS ACT, FAMILY EDUCATIONAL PRIVACY RIGHTS, AND NONDISCRIMINATION POLICY

8.1 Open Meetings Law – The Board of Directors acknowledges and agrees that the Board and MSCS are subject to the provisions of the Colorado Open Meetings Law, Colorado Revised Statutes, § 24-6-401 et seq. and that the Board will make every effort to fully comply with the provisions of such law in connection with all of its activities.

8.2 Executive Sessions – In accordance with the Colorado Open Meetings Law, all annual, regular and special meetings of the Board of Directors shall be open to the public except that, upon a two-thirds vote of the board members present, an executive session may be held to discuss any one or more of the following: legal matters, acquisitions or sales of property, contract proposals or negotiations, confidential personnel matters, student disciplinary matters, and any other matters permitted by law. The motion requesting the executive session shall state the nature of the matter to be discussed. Only those persons invited by the Board of Directors may be present during the executive session. The Board of Directors shall not make final policy decisions nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money be adopted or approved at any session which is closed to the general public. Matters discussed during executive sessions shall remain confidential among those attending. The Secretary of the Board of Directors shall maintain minutes of all executive sessions pursuant to the Colorado law.

8.3 Public Records Law – The Board of Directors acknowledges and agrees that it is subject to the provisions of the Colorado Public Records Act, Colorado Revised Statutes, § 24-72-201 et seq. and that it will make every effort to fully comply with the provisions of such law in connection with all of its activities.

8.4 Family Educational Privacy Rights – The Board of Directors acknowledges and agrees that it is subject to the provisions of the Family Educational Privacy Rights, Buckley Amendment, 20 United States Code, § 1232 (g) and that it will make every effort to fully comply with the provisions of such law in connection with all of its activities.

8.5 Nondiscrimination Policy – The Board of Directors is committed to a policy of nondiscrimination. The Board of Directors shall comply with all applicable federal, state, and local laws, rules and regulations prohibiting discrimination including on the basis of age, race, sex, ethnicity, national origin, religion, or disability.

ARTICLE 9 - MISCELLANEOUS

9.1 Account Books, Minutes, Etc. – The School shall keep correct and complete books and records of all accounts and shall keep minutes of the proceedings of its Board of Directors and committees. All books and records of the School may be inspected by any board member or by that board member's authorized agent or attorney for any proper purpose at any reasonable time. Books, records, and minutes may be kept as digital files in well-organized folders in a secure storage location.

9.2 Public Accountability – The School shall provide for all financial reports necessary or desirable for a charitable organization exempt from tax under Section 501(c)(3) of the Code. The School may provide for an annual independent audit or review of its financial affairs. The School shall publish and make available to the general public all tax applications and returns as appropriate for a charitable organization exempt from tax under Section 501(c)(3) of the Code. The School shall publish its financial documents as required by law.

9.3 Fiscal Year – The fiscal year of the School shall begin July 1 and end June 30. The Board of Directors may change the fiscal year as necessary.

9.4 Conveyances and Encumbrances – Property of the School may be assigned, conveyed, or encumbered by such employees of the School as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance. However, the sale, exchange, lease, or other disposition of all, or substantially all, of the property and assets of the School shall be authorized only at a properly called and noticed meeting of the Board of Directors at which all currently serving board members are present and only after an affirmative vote of 75% of the board members.

9.5 Conflicts of Interest

9.5.1 Potential conflicts of interest or the appearance of such conflicts will inevitably arise. It is the policy of the School to deal with such conflicts in as open and appropriate way as possible.

9.5.2 Annually, each member of the Board of Directors shall review the School's conflict of interest policy and sign an acknowledgement that he or she has done so.

9.5.3 If any person who is a board member, officer, executive, or administrator of the School is aware that the School is about to make a grant to or otherwise enter into any transaction directly or indirectly with such person, any member of that person's family, or any entity in which that person has any legal, equitable or fiduciary interest or position, including, without limitation, as a board member, officer, shareholder, partner, beneficiary or trustee, such person shall: (a) promptly inform those charged with approving the transaction on behalf of the School of such person's interest or position; (b) disclose any material facts within such person's knowledge that bear on the advisability of such transaction from the standpoint of the School; (c) thereafter recuse him/herself from further deliberations; and (d) not be entitled to vote on the decision to enter into such transaction. If such person's recusal destroys quorum, then the Board may not act upon that topic at that time.

9.5.4 If a majority of the remaining members of the Board believe a board member has a conflict of interest, then the Board (after a proper vote in which the potentially-conflicted board member may participate in the discussion but not the vote) may require the potentially-conflicted board member to be recused from any decision on the topic at issue.

9.5.5 In the event the School awards any grant or otherwise enters into any transaction that involves any actual or potential conflict of interest, the fact of the conflict and of compliance by all parties with the requirements of Section 9.5.2 shall be recorded in the minutes of the proceedings approving such grant or other transaction.

9.5.6 The board members, officers, employees, and agents of the School shall also faithfully observe and comply with any other policies or procedures adopted by the School to assure that conflicts of interests and any other matters bearing on the proper and ethical conduct of corporate affairs are appropriately and effectively monitored, disclosed and dealt with in furtherance of the best interest of the School.

9.6 Fees and Gifts Prohibited – Board and committee members may not accept a fee or other personal benefit from the School that is connected directly or indirectly with the performance of his/her duties of office. In no instance may a Board or committee member receive a personal gift or in kind which exceeds \$25 in value.

9.7 Loans to Board Members and Officers Prohibited – No loans shall be made by the School to its board members, officers, or employees (regardless of whether the employee is an administrator or a member of the faculty or staff of the School). Any board member, officer, or employee who assents to or participates in the making of any such loan shall be liable to the School for the amount of such loan until it is repaid.

9.8 References to Internal Revenue Code – All references in these Bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

9.9 Amendments – The power to alter, amend or repeal these Bylaws and adopt new Bylaws shall be vested in the Board of Directors provided, however, that no alteration, amendment or repeal shall become effective in contravention of the Colorado Nonprofit Corporation Law or without any review or filing which may be required thereunder. These bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors provided a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings. Amendments with respect to the purposes of the School shall be subject to the restrictions set forth in Section 7.3 of these Bylaws.

9.10 Principles of Construction – Words in any gender shall be deemed to include the other gender; the singular shall be deemed to include the plural and vice versa; the words “pay” and “distribute” shall also mean assign, convey and deliver; and headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of these bylaws.

9.11 Severability – The invalidity of any provision of these Bylaws shall not affect the other provisions hereof; and in such event, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

CERTIFICATE

The undersigned President of the Board of Directors of Mountain Song Community School hereby certifies that the foregoing is a true and correct copy of the Bylaws of the School, duly adopted on July 21, 2020 by the Board of Directors and in full force and effect.

Dated:

President name

President of the Board of Directors

EXHIBIT C: REQUESTED WAIVERS

[Insert all requested waivers]

EXHIBIT D: MILESTONES

1. Should the School's free- and reduced-price eligible and special education enrollment fall below that of the School's local comparison schools based on the annual October Count, the School shall provide a plan to ensure that gap is reduced in the following year. Such plans must address staffing, budget, service provisions, identification, and recruitment and will be presented at the CSI Board's Performance Management Committee. **Due January 31st each year.**

EXHIBIT E: ENROLLMENT PROCEDURES



Mountain Song Community School Enrollment Policy

1. MSCS Enrollment and Lottery

MSCS shall admit all pupils who wish to attend the school up to capacity. MSCS highly encourages students to be 5 years old by June 1st of their kindergarten school year, but students who are 5 years old by October 1st of the school year entering will be accepted. No test or assessment shall be administered to students prior to acceptance into the school. Although admission tests will not be required, individual assessments may be given to serve as diagnostics of students' reading, writing, math and physical skills.

MSCS's admissions operate without regard to actual or perceived sex, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, age, gender, color or physical or mental disability.

Currently enrolled students have priority for enrollment in MSCS for the following school year. Beginning in January, parents, guardians or legal custodians of students currently attending MSCS must declare their intentions to return to the school in the next academic school year. The MSCS website will post a reminder to parents/legal guardians of the need to return intent to re-enroll forms, along with the forms and the final day that intent to re-enroll forms will be accepted. It will be the parent's/legal guardian's responsibility to return the intent to re-enroll form by the last business day in January.

During the first full week in February, the Director of School Performance will determine the number of spaces available for new students in each grade level for the upcoming school year. If there are more applicants for positions than available spots, the Director of School Performance will hold a lottery. Priority for available Kindergarten through 8th grade spots will be allocated to the following groups:

1. Children of **Founding Families**, defined as:
 - a. Children of current or former MSCS Board and Steering Committee¹ members whose parents or legal guardians were active in the chartering process on the Board and/or a Steering Committee. *Active* is defined as participating on either a steering committee or the founding board in the research and/or writing of the charter application and/or working to advance the school by attending meetings, visiting sites, creating and distributing media, research and preparation of web page, internet and other media resources, handing out of brochures, manning booths at public events, and in the process providing a minimum of 100 hours of volunteer service.

and

- b. Children of MSCS Teachers and staff

¹ Original committee formed to organize and found the School

2. Siblings of Returning MSCS Students

- a. "Sibling" is defined as any child/children living in the same household or with a common parent(s)/legal guardian(s) in separate households. This includes children who become siblings by marriage and/or adoption. Any sibling born while a student is enrolled may retain that status even if the original student graduates from MSCS before he/she reaches Kindergarten.
- b. Should there be more siblings of returning MSCS students than enrollment openings for a given grade, enrollment shall be offered by computerized random selection from within this priority group for the affected grade level.
- c. Priority for siblings will be offered in the following way: lottery drawings will begin with kindergarten and then move up through the grades. Siblings entering higher grades for that same year will automatically be awarded a spot or moved to the top of the wait list if and when their sibling entering an earlier grade is drawn for a spot. For any upcoming school year, there will only be a lottery held for grades where Intent to Enroll forms exceed the number of spots available.
- d. Any sibling offered a position in the first semester must enroll or forfeit his/her position and is then subject to general lottery rules.

3. All other Applicants, no district prioritization.

The combination of children of founding families and children of MSCS teachers and staff will not exceed twenty percent (20%) of the total MSCS enrollment population in any given year, with siblings automatically enrolled and not counted towards the 20%. Should these two groups of children exceed the twenty percent (20%) limit of the total enrollment population in any given year, priority within this group shall be given to:

1. Children of current or former MSCS Board members;
2. Children of MSCS teachers and staff
3. Children of former Steering Committee members

Any children from these three categories who fall outside of the 20% limit shall be eligible for the general school lottery.

2. Kindergarten Lottery

1. MSCS will offer both full-day and half-day Kindergarten positions. Both full-day and half- day Kindergarten classes are subject to lottery.
2. Whether a child is enrolled in a full-day Kindergarten program or a half-day Kindergarten program, all Kindergarten students will be assessed for academic and social preparedness.

3. Lottery Eligibility

1. Prior to enrolling in the lottery, interested parents/legal guardians of potential students are strongly encouraged to attend an informational workshop. These workshops will be led by the administration and/or faculty and will provide an overview of Waldorf as it applies to child development, the academic content of the Waldorf education curriculum, and details about MSCS and the enrollment process. Dates, times and places for the workshops will be listed on the MSCS website, local print media outlets, and various community calendars.

2. Parents who wish to be considered for the lottery must complete an Intent to Enroll form by January 31. The Director of School Performance will compile a database of all families with completed Intent to Enroll forms in order to ensure their inclusion in the lottery.
3. Each lottery wait list will remain active for one school year. In order to participate in the subsequent school year's lottery, parents/legal guardians must indicate that they want their child to be considered for that lottery and must update their enrollment form online or by coming in to the school office and completing the appropriate paperwork by the due date applicable for that school year. Parents will be reminded via e-mail or phone, if preferred.
4. Any potential student who is offered a position and refuses placement will lose any and all lottery positions for that school year; and his/her name will be placed at the end of the compiled wait list. Students may reapply for the lottery for the following school year.
5. After available spots for each grade level have been filled by the lottery, remaining students will be placed on an "order drawn" list that will become the wait list for openings that may arise in the upcoming school year.

4. Lottery Dates

Families interested in having their child or children included in the lottery must complete an 'Intent to Enroll' form no later than January 31. The school's lottery for open positions will be held on the second Tuesday of February. The day following the lottery, parents/legal guardians whose children are selected in the lottery for available spots will be notified by phone and/or email of their child or children's selection. If the parents/legal guardians cannot be reached on the same day, the Director of School Performance or Registrar will continue to attempt telephonic notification for the next four (4) days. If parents/legal guardians are not reached during that time, they will forfeit their child/children's position in the lottery; and their child/children's names will be placed at the bottom of the wait list. Notification in Spanish will be provided for those parents/legal guardians who have indicated a Spanish language preference. MSCS must receive a verbal or email confirmation of intent to enroll for each selected student no later than five (5) business days after notification. Should a family not confirm their acceptance of a lottery spot after five (5) business days, their child's name shall be withdrawn and that available spot will be offered to the child at the top of the wait list.

Should a position in the school become available after the start of the school year and before October 1st, MSCS will contact the parents/legal guardians of the next child on the wait list by phone and/or email. If the parents/legal guardians cannot be reached on the same day, the Director of School Performance/Registrar will continue to attempt telephonic notification for two (2) days only. Parents/legal guardians with children on the wait list who have been contacted will have only two (2) business days to confirm verbally or by email their acceptance of a position at the school. It is the responsibility of the parents/legal guardians of a potential student to maintain current contact information with the school.

The official MSCS Enrollment Packet will be distributed to lottery "winners" promptly after MSCS has received confirmation of their acceptance of lottery spot(s). Enrollment Packets must be completed and submitted to MSCS no later than two weeks after the spot has been offered. MSCS will distribute the Parent Handbook before the start of the school year. Parents/legal guardians of enrolled students of MSCS will be required, prior to the school year, to attend a school informational workshop that will provide an overview of Waldorf as it applies to child development and further details about MSCS.

Enrollment/Lottery Timeline

Date	Deadline//Process	Notes
January/February	Enrollment/Information Workshops	Parents interested in enrolling their children should attend one of these. Future information sessions may be scheduled. If a parent misses a workshop, then they must attend a school tour and meeting with the Director of School Performance.
January 31st – or last business day in January	Currently enrolled students must submit Intent to Re-enroll forms	
January 31	Last day to submit Intent to Enroll forms for new families seeking enrollment	This will enter prospective child(ren) in the lottery for the following school year
During the first full week in February	The number of available spaces for each grade is determined for the next school year	
Second Tuesday in February	Enrollment lottery	Priority for siblings will be offered in the following way: lottery drawings will begin with kindergarten and then move up through the grades. Siblings entering higher grades for that same year will automatically be awarded a spot or be moved to the top of the wait list if and when their sibling entering an earlier grade is drawn for a spot.
On the day after lottery, for a period of 4 days	Recipients of lottery spots will receive one email and/or be called once a day until reached	Child is moved to bottom of wait list for his/her class if verbal or email confirmation is not received within 5 business days of notification
Following receipt of confirmation	Enrollment packets are sent out	Enrollment packets are due within two (2) weeks of parents' confirmation of enrollment
June - August	Parent handbooks are distributed	
August	Back to School Night	All parents of enrolled children should attend

Date	Deadline//Process	Notes
Beginning of School Year – October 1	If additional spots come available, MSCS will attempt phone and/or email contact with parents of waitlisted students for two days. Verbal or email confirmation must be received within the two business days	New student enrollments after October 1 must be approved by Executive Leadership Team

In keeping with Waldorf philosophy and for the long-term benefits of the children, we highly recommend that incoming kindergarten students be 5 years old by June 1st of the year they enter kindergarten. We will accept children who are 5 years old by October 1st, but it will be recommended that they remain in kindergarten a second year. Based on the Waldorf pedagogy, children should be 6 years old turning 7 years old when they are in 1st grade. Children applying for 1st grade who are younger than 6 years old will be encouraged to enroll in kindergarten. Exceptions to the age policy may be made by consent of the class teacher and the Executive Leadership Team, and parent concerns and requests must be submitted in writing.