



Schools of Choice Unit  
201 East Colfax Avenue  
Denver, CO 80203-1799

Teresa Woods  
Mountain Song Community School  
2904 W. Kiowa Street  
Colorado Springs, CO 80904

April 19, 2021

Dear Teresa Woods:

This letter is to notify you that on April 14, 2021, the State Board of Education approved the waivers from state statute and rule that the the Colorado Charter School Institute submitted on your behalf. These waivers will be valid through the term of your current contract, which expires on June 30, 2026.

Although your waivers were approved, we wanted to clarify that the waiver requested for C.R.S. 22-7-1014(2)(a) is solely on the assessment tool to determine Kindergarten School Readiness and does not permit an exemption for the requirement of scientifically or evidence based curricula in reading found in C.R.S. 22-7-1208. For a list of scientifically or evidence based curricula relating to the READ Act, please visit:  
[www.cde.state.co.us/coloradoliteracy/advisorylistofinstructionalprogramming2020](http://www.cde.state.co.us/coloradoliteracy/advisorylistofinstructionalprogramming2020).

Please note that charter schools must always meet the provisions in the Charter Schools Act as well as any other applicable state and federal laws. In addition, the waivers are subject to review by the Colorado Department of Education at any time.

Also as a reminder, with passage of HB 17-1375, charter schools are required to update the posting of their waivers within thirty days of the State Board approval. Please check your financial transparency page to make sure that you have the most up to date links posted. Of the two separate links on this page, one will be the non-automatic waivers with the corresponding rationale and replacement plans and other should be the standardized description and rationale for automatic waivers with any automatic waivers that you have invoked in your charter contract.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Bill Kottenstette'.

Bill Kottenstette  
Executive Director  
Schools of Choice Unit

cc: Stephanie Aragon, the Colorado Charter School Institute





## Charter School Waiver Request

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

<b>C.R.S § 22-7-1014(2)(a) <u>Preschool Individualized Readiness Plans – School Readiness – Assessments</u></b>
<p><b>Rationale:</b> MSCS is a data-driven school that is constantly evaluating and assessing students’ academic readiness, character development, and physical well-being in order to ensure student success. MSCS already has strong programs and assessments in place that assess students’ physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge.</p>
<p><b>Replacement Plan:</b> Every kindergarten student at MSCS will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid. Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established in CRS 22-7-1014(2)(a). The data collected from these assessments will be used to develop an individualized readiness plan for each kindergarten student and will inform programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the Charter School Institute (“CSI”). CSI, and the school will report this data, as required by State law.</p>

<b>Duration of Waivers:</b> The duration of the contract.
<b>Financial Impact:</b> MSCS anticipates that the requested waivers will have no financial impact on CSI or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.
<b>Expected Outcome:</b> As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement within existing structures.

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

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

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

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

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

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

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

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

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

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

**C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding**  
**C.R.S. § 22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants**

**Rationale:** In order to manage its own budget and finances, Mountain Song Community School (MSCS) must be granted the authority to develop its own financial policies and practices.

**Replacement Plan:** The School, rather than the Colorado Charter School Institute (“CSI”), will be responsible for determining whether or not to accept gifts, donations and grants. MSCS will ensure the process is an open process in compliance with all applicable rules and regulations.

Additionally, the School, rather than CSI, is in the best position to know what goods and services are needed and which vendors and providers may be available. MSCS will be responsible for establishing procedures for competitive bidding, as required by applicable law and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

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

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

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

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

**C.R.S. § 22-33-105(7)(b) Process for Disciplinary Appeals**

**Rationale:** As a Charter School Institute (“CSI”) charter school, the School’s governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).

**Replacement Plan:** The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to the Colorado Charter School Institute (“CSI”) carrying out the functions of a school district and its board, the governing board of the School will carry out those functions. To ensure that the School is meeting the intent of the law, the School will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

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

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

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

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

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

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

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

All MSCS General Elementary teachers and General Education 7th and 8th grade teachers will hold a Bachelor's degree or higher. In lieu of a degree, General Education teachers may substitute Waldorf teacher training plus 4 or more years of successful teaching experience in a Waldorf school. In addition, MSCS General Education teachers will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a baccalaureate degree or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. All Special Subject Teachers will also meet either these same requirements, or the relevant Career and Technical Education (CTE) requirements as stipulated by CDE. Special Education Teachers will hold the requisite state license and endorsement. All employees of the school will meet applicable fingerprinting and background check requirements. MSCS will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived), years of experience or any other requirements promulgated by CDE.

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

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

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

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

**C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision**

**C.R.S. § 22-63-203 Probationary Teachers-renewal and non-renewal of employment contract**

**C.R.S. § 22-63-203.5 Nonprobationary Portability**

**C.R.S. § 22-63-205 Exchange of teachers - exchange educator interim authorization**

**C.R.S. § 22-63-206 Transfer of teachers**

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

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

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

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

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

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