

ADDENDUM TO CHARTER SCHOOL RENEWAL CONTRACT

This Addendum to Charter School Renewal Contract ("Addendum"), effective as of July 1, 2020, is made and entered into by and between Poudre School District R-1 ("School District") and Mountain Sage Community School ("MSCS"). This Addendum supersedes the Charter School Renewal Contract dated April 10, 2018 between the School District and MSCS (the "Renewal Contract") and the Addendum to Charter School Renewal Contract effective as of July 1, 2019 (the "2019 Addendum"), by adding to, deleting from and modifying the Renewal Contract as set forth herein and by terminating and replacing the 2019 Addendum. To the extent any addition to, deletion from or modification of the Renewal Contract results in any conflict or inconsistency between the Renewal Contract and this Addendum, this Addendum shall govern and the terms of the Renewal Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

RECITALS

WHEREAS, the School District and MSCS entered into the Renewal Contract pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 *et seq.*; and

WHEREAS, the Charter Schools Act provides that the contract between a charter school and a school district may be amended or modified upon agreement of the parties; and

WHEREAS, paragraph 7.14 of the Renewal Contract provides in relevant part that: "On or before each June 30 this Renewal Contract is in effect, MSCS shall sign an addendum to charter school contract that includes but is not limited to an updated section 6 (Economic Plan, Budget and Annual Audit) and other amendments to the Renewal Contract and exhibits necessitated by new legislation, other changes in the law and/or operating efficiencies."

WHEREAS, pursuant to paragraph 7.14 of the Renewal Contract the parties executed the 2019 Addendum effective as of July 1, 2019 for the 2019-2020 school year, and now wish to terminate and replace the 2019 Addendum with this Addendum for the 2020-2021 school year.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants, and payments described in the Renewal Contract and this Addendum, the parties agree as follows:

AGREEMENT

1. The 2019 Addendum (including the exhibits attached thereto) is terminated in its entirety and replaced by this Addendum.

2. The first and fourth sentences of paragraph 6.1.1 of the Renewal Contract are amended, the second and third sentences of paragraph 6.1.1 are deleted, and a new sentence is inserted between the first and fourth sentences, so that the first three sentences read as follows: "During the 2020-2021 school year, the parties agree that the School District shall provide funding to MSCS in the amount of one hundred percent (100%) of School District per pupil

revenue ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), less two percent (2%) of PPR retained by the School District to cover MSCS's projected share of central administrative overhead costs as defined by C.R.S. § 22-30.5-112(2)(a.5)(I), for each funded FTE pupil enrolled at MSCS. Also during the 2020-2021 school year, the School District shall provide MSCS with funding in the amount of ninety five percent (95%) of the School District's per-pupil mill levy override share multiplied by the number of students enrolled in MSCS, as provided by C.R.S. § 22-32-108.5. For purposes of calculating enrollment, kindergarten students shall count as 0.58 of one funded FTE pupil except as otherwise provided by law."

3. A new sentence is inserted at the beginning paragraph 6.1.2 of the Renewal Contract to read as follows: "Services available for purchase by MSCS from the School District for the 2020-2021 fiscal year, and the estimated costs thereof, shall be specified in a document prepared by the School District that must be completed and signed by MSCS on or before May 15, 2020 and attached to this Renewal Contract as Exhibit B."

4. The first clause of section 6.2 of the Renewal Contract is amended to read as follows: "MSCS's 2020-2021 Budget submitted to the School District, attached as Exhibit C, is amended as follows:"

5. Exhibit B to the Renewal Contract is amended, and the amended version of Exhibit B is attached to this Addendum.

6. Exhibit C to the Renewal Contract is amended, and the amended version of Exhibit C is attached to this Addendum.

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

MOUNTAIN SAGE COMMUNITY SCHOOL

By: 
President, Board of Directors

ATTEST:


Secretary, Board of Directors

POUDRE SCHOOL DISTRICT R-1

By: _____

President, Board of Education

ATTEST:

Secretary, Board of Education

EXHIBIT B

SERVICES AVAILABLE FOR PURCHASE BY MOUNTAIN SAGE COMMUNITY SCHOOL FROM POUDRE SCHOOL DISTRICT R-1 FOR 2020-2021 FISCAL YEAR (All costs specified are estimates; reconciliation to actual costs will occur within 90 days after the end of the fiscal year in which the services are provided)

Authorized Mountain Sage Community School ("MSCS") official must initial services desired and indicate approval by signing at the end of this Exhibit B.

ADA/Section 504 Support Services

 X Use of modules for Enrich RTI and Enrich EPM with software support. The cost of this service shall be \$4.61 for each pupil enrolled at MSCS as of the October count date described in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*

Special Education Support Services

 X Access to special education support services comparable to those provided to District's "resource level" non-charter schools, consisting of (1) consultation, (2) training and IEP support (including Enrich training and software support), (3) special education help line, (4) breakout and quarterly meetings for special education staff, (5) assistance with student behavior issues, and (6) assistance with transition planning. The cost of these special education support services shall be \$105.00 for each pupil enrolled at MSCS as of the October count date described in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*

Special Education Direct Services (amounts based on 1.000 FTE; to calculate estimated cost, multiply amount times portion of contract time spent at charter school, i.e., 20% (.200) of a Psychologist's contract would be $\$85,442 \times 20\% = \$17,088.40$)

<u> </u>	Teacher, Special Education	\$75,798 x <u> </u>	FTE
<u> </u>	Teacher, Deaf and Hard of Hearing	\$83,865 x <u> </u>	FTE
<u> </u>	Teacher, Vision Impaired	\$74,792 x <u> </u>	FTE
<u> X </u>	Occupational Therapist	\$79,711 x <u> .1 </u>	FTE
<u> </u>	Physical Therapist	\$81,521 x <u> </u>	FTE
<u> X </u>	Psychologist	\$85,442 x <u> .1 </u>	FTE
<u> </u>	Social Worker	\$80,437 x <u> </u>	FTE
<u> X </u>	Speech/Language Specialist	\$81,930 x <u> .2 </u>	FTE

Student Information and Data Reporting

 X Use of District's Synergy electronic student information and data reporting system at the cost of \$3.98 for each pupil enrolled at MSCS as of the October count date described in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*

MSCS agrees to purchase the services initialed above for the 2020-2021 fiscal year, and authorizes Poudre School District R-1 to deduct the pro-rata cost of such services from the monthly funding payments made to MSCS.

Signed: Liv Helmericks

Digitally signed by Liv Helmericks
DN: cn=Liv Helmericks, o=PSD,
email=liv.helmericks@mountainrange.org, ou=PSD
Date: 2020.05.11 12:08:23 -0600

Date: _____

Exhibit C

Mountain Sage Community School 2020/21 Adopted Budget

	PPR Rate	\$	7,252.66
	FTE	\$	301.00
Description			
Kindergarten Tuition			
Student fees/supplies revenue	\$	49,075.00	
Aftercare Revenue			
Field Trip Revenue	\$	8,000.00	
Scrip Card Revenue	\$	-	
Interest Income	\$	2,400.00	
Use of Unrestricted Funds allocated from Reserves			
Per Pupil Revenue (PPR)	\$	2,183,050.36	
Mill Levy Overrides	\$	594,335.00	
Building Fund 41 (Bond \$60,256)			
Local Source - 1000-1999			
Charter School Capital Construction	\$	69,164.58	
ECEA SPED Funding	\$	52,891.72	
Read Act Revenue	\$	35,156.00	
School Safety Disbursement Grant			
PERA State Contribution estimate	\$	53,581.00	
State Source - 3000-3999			
IDEA Part B Grant	\$	-	
Federal Source - 4000-4999			
Revenue Totals		\$	3,047,653.66
Salaries - Teachers Class (0010)	\$	560,756.25	
Salaries - Teachers Specials (0010)	\$	327,008.44	
Teacher - Teacher Substitute (0010)	\$	24,000.00	
Salaries - Teacher Assistant (0010)	\$	104,337.60	
Salaries - Teacher Special Education (1700)	\$	43,000.00	
Salaries - Teacher READ (1700)	\$	45,056.25	
Salaries - Teacher Prof Support Services (2100)	\$	94,415.63	
Salaries - Administrative Director / Manager (2400)	\$	285,942.15	
Salaries - Administrative Support (2400)	\$	52,857.55	
Salaries - Custodian (2600)	\$	82,260.00	
Salaries	\$	1,619,633.87	
SUTA Expense Employer	\$	5,247.50	
Medicare Expense Employer Port	\$	25,362.92	
PERA Employer Contr	\$	347,072.48	
PERA on behalf of State payment estimate	\$	53,581.00	
Health Insurance Expense	\$	186,800.00	
Salary Schedule Bonus Structure	\$	36,000.00	
Potential PTO Payout	\$	5,000.00	
Employee Benefits	\$	659,063.90	

Lunch/Food Supplies for Kinder & Aftercare	\$ 8,000.00
Consumable Instructional Materials	\$ 46,200.00
* Curriculum	
Class Budgets Consumables	\$ 10,000.00
Festival Expenses	\$ 1,500.00
Supplies - 0600	\$ 65,700.00
Equip - Tech	\$ 10,000.00
Equip / Furniture	\$ 5,500.00
Building Fund 41 (Bond \$60,256)	
Property / Equipment - 0700	\$ 15,500.00
Services Contracted SPED - Indep	\$ -
Services PSD SPED - Administration	\$ 31,605.00
Services PSD SPED - Psychologist	\$ 16,368.00
Services PSD SPED - Speech Specialist	\$ 22,512.00
Services PSD SPED - OT Specialist	\$ 17,000.00
Special Education - 1700	\$ 47,973.00
SDS - Software	\$ 5,150.00
SIS - Tech Support	\$ 8,000.00
Licenses	\$ 15,000.00
Powerschool	\$ -
Nurse Consultant	\$ 2,500.00
Student Support - 2100	\$ 30,650.00
MSCS Board Expenses	\$ 1,500.00
Bank fees/charges	\$ 500.00
Legal Consulting	\$ 3,500.00
Consultant Services	\$ 1,500.00
Educational Consultants	\$ -
Background Check - Staff	\$ 900.00
Background Check - Volunteers	\$ 3,600.00
Copy Machine Rental	\$ 8,500.00
Oper Insurance Liab/Property	\$ 19,760.00
Services PSD - District Admin Expense	\$ 50,900.77
Workers Comp Insurance	\$ 10,920.00
General Office Supplies	\$ 8,500.00
Supplies Misc Expense	
Accounting / Payroll	\$ 2,300.00
Annual Audit	\$ 20,000.00
Business Services - 2500	\$ 132,380.77
Facilities Improvement & Remodel	\$ 6,000.00
Building Lease	\$ 255,197.88
Short Term Building Improvement Lease	\$ 47,278.08

Facilities Grounds Repair & Maintenance	\$ 6,000.00
Playground Expense & Maintenance	\$ 4,000.00
Land Lease	\$ 24,394.00
Storage Rental Fee	\$ 2,000.00
Water/Sewage	\$ 5,200.00
Gas	\$ 5,500.00
Electricity	\$ 14,344.33
Trash Services	\$ 1,500.00
Custodial Supplies	\$ 10,000.00
Janitorial Services	\$ -
Operations & Maintenance - 2600	\$ 381,414.29
Field Trip Expenses	\$ 18,500.00
Bus/Van	
Student Transportation - 2700	\$ 18,500.00
Prof Development/Staff Travel	\$ 40,000.00
Postage and Shipping	\$ 1,800.00
Marketing Expenses	\$ 2,000.00
Services PSD - Info & Data Reporting - Synergy	\$ 1,216.04
Services PSD - ADA 504 Enrich RTI & EMP	\$ 1,372.56
Dues/Memberships	\$ 5,200.00
Internet	\$ 7,600.00
Telephone	\$ 5,240.00
Support Services - 2800	\$ 64,428.60
Scrip Expenses	
Other Objects - 9900	\$ -
Expense Totals	\$ 3,035,244.43
Net Surplus/ (Deficit)	\$ 12,409.23

EXHIBIT F

STATE STATUTE AND REGULATION WAIVER REQUESTS JOINTLY REQUESTED BY POUDRE SCHOOL DISTRICT R-1 AND MOUNTAIN SAGE COMMUNITY SCHOOL

C.R.S. § 22-2-112-(1)(q)(I)
C.R.S. § 22-7-1014(2)(a)
C.R.S. § 22-9-106
C.R.S. § 22-32-109(1)(f)
C.R.S. § 22-32-109(1)(n)(II)(A)
C.R.S. § 22-32-109(1)(n)(II)(B)
C.R.S. § 22-32-110(1)(h)
C.R.S. § 22-32-126
C.R.S. § 22-63-201
C.R.S. § 22-63-202
C.R.S. § 22-63-203
C.R.S. § 22-63-206
C.R.S. § 22-63-301
C.R.S. § 22-63-302
C.R.S. § 22-63-401
C.R.S. § 22-63-402
C.R.S. § 22-63-403