

COLORADO CHARTER SCHOOL INSTITUTE

CHARTER SCHOOL AGREEMENT

Cover Page

School Battle Rock Charter School	Contract Type Transfer
Charter Term Start July 1, 2025	Contract Number T-2025-01
Initial Charter Review Period 2028-29	Term Type Four years
Charter Term End Date June 30, 2029	Institute Resolution Number 25-04-02
Original Charter Term Start July 1, 2025	Geographic/Accounting District Montezuma Cortez School District
Full-Time Grades Served K-6	Homeschool Enrichment Grades Served K-6
Maximum Projected Enrollment 100	
School Mission Battle Rock Guiding Principles <ul style="list-style-type: none"> • We believe success starts with nurturing relationships between students, staff, families and our community through restorative practices. • We believe Battle Rock should be a place where students, staff and families feel safe. • We believe in educating the whole child through the arts, outdoor experiences, and social-emotional learning. • We believe all children should interact with other children of different ages and abilities. • We believe learning should be authentic and, therefore, subjects should be integrated. • We believe high expectations are an important part of academic and personal success. • We believe our location in McElmo Canyon is an authentic environment for children to explore and celebrate history. <p>It is Battle Rock's mission to use these guiding principles to inform our every action. We seek to build on the legacy and spirit of Battle Rock for generations to come.</p>	
School Vision We aspire to pioneer best practices in education; to build forward from the foundation of our one room schoolhouse; to serve as a community hub for innovation and social development.	
Exhibits The following Exhibits are included with this Contract: Exhibit A – Milestones Exhibit B – Maximum Projected Enrollment Exhibit C – Requested Waivers Exhibit D – Resolution to Approve the Charter Application Exhibit E – Transportation Addendum Exhibit F – Food Service Addendum Exhibit G – Online Learning Addendum Exhibit H – Educational Service Provider Addendum Exhibit I – Preschool Addendum Exhibit J – Homeschool Enrichment Addendum	

<p>Notices to the Institute:</p> <p>Colorado Charter School Institute 1525 Sherman St, B76, Denver, CO 80203 LegalandPolicy_CSI@csi.state.co.us</p>	<p>Notices to the School:</p> <p>Battle Rock Charter School 11351 Rd G Cortez, CO 81321</p>
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CHARTER SCHOOL CONTRACT

This charter school contract (the “Contract”) by and between the State Charter School Institute (the “Institute” or “CSI”) and the School identified on the Cover Page of this Contract.

SECTION 1: RECITALS

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

WHEREAS, The Colorado General Assembly has subsequently enacted §§ 22-30.5-501, C.R.S., *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 §§ 22-30.5-503(1)(b)(III), -504(1), and -508(1), C.R.S., 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 Institute approved the 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 25-04-02 indicated on the Cover Page of this Contract, and which is attached hereto as **Exhibit D**; and

WHEREAS, this Contract, together with any Charter Application and any Renewal Application (each 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 below.

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

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 on July 1, 2025 as indicated on the Cover Page of this Contract and to terminate according to the Term Type on June 30, 2029 as indicated on the Cover Page of this Contract, unless modified or extended as described herein.

EXHIBIT C: REQUESTED WAIVERS

Contact Information	
School Name:	Battle Rock Charter School
School Address (mailing):	11351 Road G, Cortez, CO 81321
Charter School Waiver Contact Name:	Karen Casgrain
Charter School Waiver Contact Phone Number:	(734) 945-2558
Charter School Waiver Contact Email:	kcasgrain@battlerockschool.org
Charter School Institute Waiver Contact Name:	Stephanie Aragon
Charter School Institute Waiver Contact Phone Number:	720-315-6042
Charter School Institute Waiver Contact Email:	legalandpolicy_CSI@csi.state.co.us

Automatic Waivers	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)(l)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

Requested Non-Automatic Waivers Rationale and Replacement Plans

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties
Rationale: The school and its Leadership Team 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 Leadership Team. The Board of Directors must also have the ability to perform the evaluation for the school leader. Additionally, the school should not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.
Replacement Plan: Instead, the school uses its own evaluation system that meets the intent of the law as outlined in statute. Staff are annually trained in this evaluation system. The methods used for the school's evaluation system include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, are based on research-based practices guiding the science of reading, have the goal of improving student academic growth, 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 ratings data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
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: Battle Rock Charter School will delineate 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 Montezuma-Cortez RE-1 School

District. Battle Rock Charter School will always meet at least the minimum required time and days as outlined in state law. The school year will total approximately 162 days per year, which exceeds the current contract hour requirement in state statute

Replacement Plan: The 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 the school's Board of Directors and will meet or exceed the requirements in state statute. In accordance with Charter School Institute ("CSI") policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.

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 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-33-105(7)(a)(II) 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

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

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

Replacement Plan: The school will seek to attract leadership team members and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. Core instructional staff 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 BA 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. The school will ensure that non-core instructional staff who do not meet one of these requirements will otherwise possess the relevant background or skills to fill the needs of the school. Special Education Teachers will hold the requisite state license and endorsement. The school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

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 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, the school 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.