

APPENDIX C - Requested State Statute Waivers

The School hereby invokes waivers of the following sections of the Colorado Revised Statutes; replacement policies are available for review by contacting the School.

Automatic State Waivers.

- 22-32-109 (1)(f), C.R.S. Local board duties concerning selection of personnel and pay
- 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks
- 22-32-110 (1)(h), C.R.S. Local board powers concerning employment termination of school personnel
- 22-32-110(1)(i), C.R.S. Local board duties-Reimburse employees for expenses
- 22-32-110(1)(j), C.R.S. Local board powers-Procure life, health, or accident insurance
- 22-32-110(1)(k), C.R.S. Local board powers-Policies relating the in-service training and official conduct
- 22-32-110(1)(ee), C.R.S. Local board powers-Employ teachers' aides and other non-certificated personnel
- 22-32-126, C.R.S. Employment and authority of principals
- 22-33-104(4), C.R.S. Compulsory school attendance-Attendance policies and excused absences
- 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries
- 22-1-112, C.R.S. School Year- National Holidays

Statutory Citation and Title:
C.R.S. § 22-9-106 <u>Local Board of Education-Duties-Performance Evaluation System</u>
C.R.S. § 22-2-112(1)(q)(I) <u>Commissioner-Duties</u>
Rationale: The school leader of Monarch Montessori of Denver must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school leader. Additionally, Monarch Montessori of Denver should not be required to report their teacher evaluation

ratings as a part of the commissioner’s report because the school uses its own evaluation system aligned to its unique model of education.

Replacement Plan: Monarch Montessori of Denver uses its own evaluation system as agreed to in the Charter School Agreement with Denver Public Schools and therefore should not be required to report their teacher evaluation data; however, the School’s evaluation system will meet the requirements of 22-9-106, including that at least fifty percent of the evaluation is determined by the academic growth of the teacher’s students. Monarch Montessori of Denver’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Monarch Montessori of Denver’s evaluation system will include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and 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. All evaluators will receive training in their school’s evaluation system. All teachers will be evaluated annually and the evaluation data will be used to inform professional development and employment decisions for teachers. 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. The school will not be required to report data to meet state requirements, including, but not limited to, 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 be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools 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 this Charter School Agreement.

Expected Outcome: With this waiver, the school will be able 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.

Statutory Citation and Title:

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

Rationale: The school year at Monarch Montessori of Denver will in total exceed the current requirement in state statute. Monarch Montessori of Denver will prescribe the actual details of its own school calendar to best meet the needs of its students based on its unique model of education. The local

board will not set these policies and Monarch Montessori of Denver will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The board of Monarch Montessori of Denver will adopt its own school calendar to best meet the needs of its students and may have a calendar that will differ from the rest of the schools within the district. The final calendar and the school's daily schedule will be designed by Monarch Montessori of Denver and the calendar will meet or exceed day and contact hour requirements set forth in state statute.

Duration of Waivers: The duration of the contract.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

Statutory Citation and Title:

C.R.S. 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours

Rationale: Monarch Montessori of Denver should have the ability to determine teacher-pupil contact hours, while not reducing the total contact hours to below the minimum required by state statute. Monarch Montessori of Denver will determine the actual details of teacher-pupil contact hours to best meet the needs of its students. The local board will not set these policies, and the school may specify teacher-pupil contact hours that differ from other schools in the district.

Replacement Plan: The board of Monarch Montessori of Denver will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar to best meet the needs of its students. The total number of teacher-pupil contact hours will meet or exceed the days and contact hours requirements as set forth in state statute. The charter school board, not the district, will set these policies regarding teacher-pupil contact hours.

Duration of Waivers: The duration of the contract.

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

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

Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement.

Statutory Citation and Title:

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

Rationale: Monarch Montessori of Denver should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The school leader 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. Because of its unique model and mission, the school will seek to attract school leaders 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.

Replacement Plan: All employees of Monarch Montessori of Denver will be employed on an at-will basis. The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Monarch Montessori of Denver. Monarch Montessori of Denver will prioritize the hiring of in-field core content teachers (Language Arts; Math; Science; Foreign language; Social Studies [Civics, Government, History, Geography, Economics]; Arts), while retaining the ability to hire "out-of-field" teachers. All in-field teachers will at a minimum meet at least one of the following guidelines, 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) holding at least a BA or higher and passing a State Board approved content exam in the relevant subject area. When hiring "out-of-field" teachers the school will hire teachers with a BA. Special Education Teachers will hold the Colorado Department of Education (CDE) requisite state license and endorsement, or be approved through Temporary Educator Eligibility (TEE) Authorization process in which case the Network/School will submit any required documentation. The school recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Duration of Waivers: The duration of the contract.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: 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.

Statutory Citation and Title:

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. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers

Rationale: Monarch Montessori of Denver should be granted the authority to 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. Not every teacher who is successful at a traditional public school will be successful at Monarch Montessori of Denver. In addition, Monarch Montessori of Denver is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the Denver Public Schools should have the authority to transfer its teachers into the school or transfer teachers from Monarch Montessori of Denver to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: Monarch Montessori of Denver has employment agreements with the terms of nonrenewal and renewal set forth in the agreement, including payment of salaries upon termination of employment. Employment offers will be given in writing and will be at an at-will basis. Monarch Montessori of Denver will hire teachers on a best qualified basis. There is no provision for transfers. 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 race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, parenting, or marital status, veteran status, disability, or genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race, including hair texture, hair type, and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.

Duration of Waivers: The duration of the contract.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

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

Statutory Citation and Title:

<p>C.R.S. § 22-32-109(1)(b) <u>Local board duties concerning competitive bidding</u> C.R.S. § 22-32-110(1)(y) <u>Board of Education Accepting gifts, donations, grants</u></p>
<p>Rationale: In order to manage its own budget and finances, Monarch Montessori of Denver must be granted the authority to develop its own financial policies and practices.</p>
<p>Replacement Plan: Monarch Montessori of Denver, rather than the District, will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations. Additionally, Monarch Montessori of Denver, rather than the District, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.</p>
<p>Duration of Waivers: The duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.</p>
<p>How the Impact of the Waivers Will be Evaluated: Since this area 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 this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, the school will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.</p>

<p>Statutory Citation and Title: C.R.S § 22-7-1014(2)(a) <u>Preschool Individualized Readiness Plans – School readiness – Assessments</u></p>
<p>Rationale: As a Montessori school, Monarch Montessori of Denver 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. Monarch Montessori of Denver 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>

Replacement Plan: Every kindergarten student at Monarch Montessori of Denver will be administered the following school readiness assessment DRDP-K within the first 60 calendar days of the school year. This instrument will be used to assess students across all six domains. In the event that the school changes assessment instruments, it will ensure that the instrument is research based, valid, and reliable and assesses students across the six domains. The assessment instruments used will be research based, reliable and valid, and will assess students, at a minimum, on the domains of physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge. 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 District, and the school will report this data, as required by State law.

Duration of Waivers: The duration of the contract.

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

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.

Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement within existing structures.