

Appendix G: State Waivers



COLORADO
 Department of Education
 Innovation, Choice and
 Engagement Division

Mountain Phoenix Community School Waiver Request Addendum

Request for Waiver of Colorado Revised Statutes

Contact Information
School Name: <i>Mountain Phoenix Community School (MPCS)</i>
School Address (mailing): 4725 Miller St. Wheat Ridge, CO 80033
Charter School Waiver Contact Name: Maggie Payne
Charter School Waiver Contact’s Phone Number: 303-728-9100 x327
Charter School Waiver Contact’s Email: mpayne@jeffco.k12.co.us
District Contact: Tom McMillen
District Contact Email Address: tom.mcmillen@jeffco.k12.co.us

Charter School Automatic Waivers	
Statutory Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff 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- Terminate employment of 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)	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S.	School Year-National Holidays

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

Statutory Citation and Title

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 charter school leader 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 school leader. The BOD must also have the ability to perform the evaluation for the school leader or designated head of school. Additionally, the charter school should not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(I).

Replacement Plan: The charter school uses its own evaluation system as agreed to in the Charter School Agreement with its authorizer and therefore should not be required to report their teacher evaluation data. The charter school’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the school’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, have the goal of improving student academic growth as measured by local and state assessments, and meet the intent of the quality standards established in SB 10-191. In addition, evaluation data is collected annually and used to inform hiring practices and professional development decisions.

Duration of Waiver: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

Financial Impact: MPCCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCCS budget.

How the Impact of the Waiver 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 School Agreement with its authorizer.

Expected Outcome: These waivers will permit the school to implement its program and evaluate its teachers in accordance with its Employee Evaluation Policy, 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
C.R.S. §22-32-109(1)(n)(II)(A)	Board of Education – Determine Teacher-Pupil Contact Hours

Rationale: The charter school will prescribe the actual details of its own school calendar to best meet the needs of its students. The authorizing board will not set these policies and the charter school will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school’s daily schedule will be developed by the charter school staff for adoption by the MPCS Governing Council and will meet or exceed state statute requirements for instructional days and pupil contact hours.

Duration of Waiver: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

Financial Impact: MPCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCS budget.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as set forth in the Charter School Agreement with the school’s authorizer.

Expected Outcome: This waiver will permit the school to design a yearly calendar and daily schedule that promotes the success of its educational program. This will benefit staff members as well as students and the school community.

Statutory Citation and Title

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

Rationale: The charter school should be granted the authority to hire teachers and school leaders that will support the school’s goals and objectives. The school recognizes the value of state teacher certification and will encourage teachers to pursue their license.

Replacement Plan: The charter 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. 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. All Teachers will meet the “in-field” guidelines set forth in the Colorado state ESSA plan, by meeting at least one of the following requirements (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. Special Education Teachers will hold the requisite state license and endorsement as this is a federal requirement.

Duration of Waiver: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

Financial Impact: MPCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCS budget.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as set forth in the Charter School Agreement with the school’s authorizer.

Expected Outcome: As a result of this waiver, the school will be able to employ professional staff possessing the unique skills and/or background best suited to our unique educational program.

Statutory Citation and Title

C.R.S. §22-63-202	Teacher Employment, Compensation and Dismissal Act-Contracts in writing, damage provisions
C.R.S. §22-63-203	Teacher Employment, Compensation and Dismissal Act - Probationary Teachers-Renewal and non-renewal of employment contract
C.R.S. § 22-63-205	Teacher Employment, Compensation and Dismissal Act - Exchange of Teachers - exchange educator interim authorization
C.R.S. § 22-63-206	Teacher Employment, Compensation and Dismissal Act - Transfer - compensation

Rationale: The charter school should be granted the authority to develop its own written employment offer letters 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. The charter school is granted the authority under the Charter School Agreement to select its own teachers. The authorizer should not have the authority to transfer or exchange its teachers into the charter school or transfer or exchange teachers from the charter school to any other schools or districts, except as provided for in the Charter School Agreement.

Replacement Plan: The charter school will employ its own personnel on an at-will basis through a written offer letter. The charter school employs written employment agreements that include the terms for renewal and non-renewal of employment agreements, and payment of compensation upon termination of employment. The school will hire teachers on a best qualified basis. There is no provision for teacher exchanges. There is no provision for teacher transfers.

Duration of Waiver: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

Financial Impact: MPCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCS budget.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as set forth in the Charter School Agreement with the school’s authorizer.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel matters and provide instruction in accordance with school philosophy and mission.

Statutory Citation and Title

C.R.S. §22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants
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Rationale: MPCS Governing Council has the authority to accept gifts, donations, or grants of any kind made to the school and to expend or use said gifts, donations, or grants in accordance with the conditions prescribed by the donor, ensuring that no gift, donation, or grant shall be accepted by the Governing Council if subject to any condition contrary to law.

Replacement Plan: MPCS Governing Council will accept or decline the offering of public gifts and donations to the school and determine how to expend or use those gifts, donations or grants, in a manner that is transparent and advances the school's educational purpose, in accordance with the MPCS Conflict of Interest Policy.

Duration of Waiver: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

Financial Impact: MPCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCS budget.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as set forth in the Charter School Agreement with the school's authorizer.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage the acceptance of gifts, donations or grants made to the school in a manner that advances the school's educational purpose with transparency and in accordance with school policy.

Statutory Citation and Title

C.R.S. §22-32-109(1)(b) Local board duties concerning competitive bidding

Rationale: MPCS Governing Council has the authority to implement fiscal management practices in order to ensure the financial health of the school and the responsibility to adopt and prescribe rules and regulations necessary for the efficient administration of the affairs of the school, including competitive bidding procedures.

Replacement Plan: MPCS Governing Council will define the school's competitive bidding and purchasing procedures and adopt processes to ensure all school purchases are executed in accordance with the MPCS Authorized Signature and Purchasing Policy.

Duration of Waiver: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

Financial Impact: MPCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCS budget.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as set forth in the Charter School Agreement with the school's authorizer.

Expected Outcome: MPCS will be able to conduct its own competitive bidding process, ensuring the highest quality and best priced options for goods and services that meet the organizational needs of the charter school.

Statutory Citation and Title

C.R.S. §22-32-119 - Kindergartens

Rationale: MPCS will be responsible to establish and maintain a kindergarten program that is separate from the programmatic design of the authorizing district's kindergarten program and in alignment with the educational program MPCS is authorized to administer in the Charter School Agreement.

Replacement Plan: MPCS will be responsible for maintaining and operating a kindergarten program in accordance with the Governing Council adopted Educational Program policy to provide for the education and instruction of kindergarten age-qualified children prior to the year in which such children will be eligible for admission to first grade according to the birthdate guidelines contained in the MPCS Student Enrollment Policy. MPCS will not charge tuition to attend any portion of the program, except as provided pursuant to section 22-32-115 (2)(b)(l), and shall not charge the parent fees for the child to attend the program other than fees that are routinely charged to the parents of students enrolled in other grades and are applicable to the kindergarten educational program.

Duration of Waiver: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

Financial Impact: MPCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCS budget.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as set forth in the Charter School Agreement with the school's authorizer.

Expected Outcome: As a result of this waiver the school will determine the appropriate courses of training, study, discipline and rules and regulations required to successfully provide a public Waldorf kindergarten program.