

Automatic Waivers for Charter Schools

The General Assembly enacted the Colorado Charter Schools Act of 1993 (Act), C.R.S. 22-30.5-101 et seq., to encourage new and innovative methods of educating students by allowing for public charter schools which would have greater control over decisions related to educational programming in exchange for increased accountability for performance. C.R.S. 22-30.5-102. Consistent with this legislative intent, the Act allows charter schools to request waivers from certain state statutes and rules. There are two types of waivers: automatic and non-automatic waivers. Automatic waivers are automatically granted to charter schools upon the establishment and renewal of a charter contract, whereas non-automatic waivers require rationale and replacement plans.

Pursuant to C.R.S. 22-30.5-104(6)(b), the State Board of Education has promulgated rules that list the automatic waivers for all charter schools. 1 CCR 301-35, 2217-R-3.01. In promulgating the list of automatic waivers, the State Board of Education considers the overall impact and complexity of the requirements specified in the statute and the potential effects that waiving the statute may have on the practices of a charter school.

Pursuant to C.R.S. 22-44-305(2), the Colorado Department of Education (CDE) and the Colorado Charter School Institute (CSI), working with the Colorado League of Charter Schools (CLCS), developed the following standardized description and rationale for each of the statutes included on the list of automatic waivers.

C.R.S. 22-1-112 School Year – National Holidays. This statute sets a state school year and national holiday schedule. A waiver of this statute authorizes a charter school to develop its own school calendar that fits its unique needs.

C.R.S. 22-32-109(1)(f) Local Board Duties Concerning Selection of Staff and Pay. This statute authorizes each school district to employ and compensate all personnel required to maintain the operations and carry out the educational program of the district. A waiver of this statute allows a charter school to hire its own staff and set compensation structures independent from the district.

C.R.S. 22-32-109(1)(t) Determine Educational Program and Prescribe Textbooks. This statute authorizes each school district to determine its educational programs and prescribe textbooks for such programs. A waiver of this statute enables a charter school to choose its own educational program and textbooks in accordance with its charter application as approved by its authorizer.

C.R.S. 22-32-110(1)(h) Local Board Powers – Terminate Employment of Personnel. This statute authorizes each school district to terminate the employment of personnel. A waiver of this statute permits a charter school to terminate its own personnel.

C.R.S. 22-32-110(1)(i) Local Board Duties – Reimburse Employees for Expenses. This statute authorizes each school district to reimburse employees for work-related expenses. A

waiver of this statute permits a charter school to adopt its own policies and procedures for employee expense reimbursement.

C.R.S. 22-32-110(1)(j) Local Board Powers – Procure Life, Health, and Accident Insurance. This statute authorizes each school district to obtain insurance coverage for its employees. A waiver of this statute permits a charter school to negotiate and procure its own group life, health, or accident insurance coverage for its employees.

C.R.S. 22-32-110(1)(k) Local Board Powers – Policies Related to In-service Training and Official Conduct. This statute authorizes each school district to adopt written policies relating to employee efficiency, in-service training, professional growth, official conduct, and welfare of employees. A waiver of this statute permits a charter school to adopt its own policies in these areas.

C.R.S. 22-32-110(1)(ee) Local Board Powers- Employ Teachers’ Aides and Other Non-certified Personnel. This statute authorizes each school district to employ teachers’ aides and other non-licensed personnel. A waiver of this statute permits a charter school to employ its own teachers’ aides and other non-licensed personnel.

C.R.S. 22-32-126 Employment and Authority of Principals. This statute authorizes each school district to employ licensed principals. A waiver of this statute permits a charter school to employ its own, possibly non-licensed, principals.

C.R.S. 22-33-104(4) Compulsory School Attendance. This statute requires each school district to adopt a written policy setting forth attendance requirements. A waiver of this statute permits a charter school to adopt its own attendance requirements in accordance with applicable laws and regulations (*e.g.*, C.R.S. 22-33-104; 1 CCR 301-78).

C.R.S. 22-63-301 Teacher Employment, Compensation, and Dismissal Act – Grounds for Dismissal. This statute sets forth the grounds under which a school district may dismiss a teacher. A waiver of this statute permits a charter school to exercise at-will employment and establish its own grounds for teacher dismissal, provided that employment decisions are made in accordance with applicable laws and regulations (*e.g.*, anti-discrimination laws).

C.R.S. 22-63-302 Teacher Employment, Compensation, and Dismissal Act – Procedures for Dismissal of Teachers. This statute sets forth the state procedures for teacher dismissal. A waiver of this statute permits a charter school to exercise at-will employment and determine its own procedures for teacher dismissal, provided that decisions are made in accordance with applicable laws and regulations.

C.R.S. 22-63-401 Teacher Employment, Compensation, and Dismissal Act – Teachers Subject to Adopted Salary Schedule. This statute authorizes each school district to adopt a teacher salary schedule. A waiver of this statute permits a charter school to create its own salary schedule that fits its unique needs.

C.R.S. 22-63-402 Teacher Employment, Compensation, and Dismissal Act – Certificate Required to Pay Teachers. This statute authorizes each school district to pay only licensed teachers. A waiver of this statute permits a charter school to pay non-licensed teachers, provided that the school has a waiver from C.R.S. 22-63-201 (relating to the requirement to employ licensed teachers).

C.R.S. 22-63-403 Teacher Employment, Compensation, and Dismissal Act – Payment of Salaries upon Termination. This statute requires that upon the dismissal of a teacher and prior to the end of that teacher’s employment contract, each school district must pay the pro rata share of salary installments due and payable under the employment contract for the period during which no services are required to be performed. Consistent with the at-will nature of charter school employment, a waiver of this statute enables a charter school to terminate a teacher’s pay upon dismissal, provided that decisions are made in accordance with applicable laws and regulations.

For additional questions about this school’s waivers, please use the following contact:

Name: _____

Contact Information: _____

COLORADO DEPARTMENT OF EDUCATION

**Charter Schools Waivers
2021-22**

Charter Schools Report of Approved Waivers

School #	School Name	Dist #	District Name	Approval	Renewal
5917	Mountain Sage Community School	1550	Poudre R-1	7/1/2018	6/30/2023
	22-2-112(1)(q)(l)	22-32-109(1)(f)	22-32-109(1)(n)(ll)(A)	22-32-109(1)(n)(ll)(B)	22-32-110(1)(h)
	22-32-126	22-63-201	22-63-202	22-63-203	22-63-206
	22-63-301	22-63-302	22-63-401	22-63-402	22-63-403
	22-7-1014(2)(a)	22-9-106			
5851	Mountain Song Community School	8001	Charter School Institute	7/1/2021	6/30/2026
	22-1-112	22-2-112(1)(q)(l)	22-32-109(1)(b)	22-32-109(1)(f)	22-32-109(1)(n)(l)
	22-32-109(1)(n)(ll)(A)	22-32-109(1)(n)(ll)(B)	22-32-109(1)(t)	22-32-110(1)(ee)	22-32-110(1)(h)
	22-32-110(1)(i)	22-32-110(1)(j)	22-32-110(1)(k)	22-32-110(1)(y)	22-32-126
	22-33-104(4)	22-33-105(7)(b)	22-63-201	22-63-202	22-63-203
	22-63-203.5	22-63-206	22-63-301	22-63-302	22-63-401
	22-63-402	22-63-403	22-7-1014(2)(a)	22-9-106	
0467	Mountain View Academy	1110	District 49	7/1/2020	6/30/2025
	22-1-112	22-2-112(1)(q)(l)	22-32-109(1)(b)	22-32-109(1)(f)	22-32-109(1)(n)(l)
	22-32-109(1)(n)(ll)(A)	22-32-109(1)(n)(ll)(B)	22-32-109(1)(t)	22-32-110(1)(ee)	22-32-110(1)(h)
	22-32-110(1)(i)	22-32-110(1)(j)	22-32-110(1)(k)	22-32-110(1)(y)	22-32-119
	22-32-126	22-33-104(4)	22-60.5-301	22-63-201	22-63-202
	22-63-203	22-63-204	22-63-206	22-63-301	22-63-302
	22-63-401	22-63-402	22-63-403	22-7-1014(2)(a)	22-9-106
6237	New America School	1420	Jefferson County R-1	7/1/2021	6/30/2026
	22-1-112	22-2-112(1)(q)(l)	22-32-109(1)(f)	22-32-109(1)(n)(l)	22-32-109(1)(n)(ll)(A)
	22-32-109(1)(n)(ll)(B)	22-32-109(1)(t)	22-32-110(1)(ee)	22-32-110(1)(h)	22-32-110(1)(i)
	22-32-110(1)(j)	22-32-110(1)(k)	22-32-126	22-33-104(4)	22-63-201
	22-63-202	22-63-203	22-63-203.5	22-63-205	22-63-206
	22-63-301	22-63-302	22-63-401	22-63-402	22-63-403
	22-9-106				



reviewing and processing them. The length of time will vary depending upon if the waivers must go to the State Board or not. The district should receive a copy of this letter, also.

Automatically Approved District Policy Waivers

The following district policies will be automatically waived upon request.

- **Section G: Personnel.** The charter school is responsible for its own employees and employs personnel at-will making most of these policies unnecessary.
- **Section I: Instruction.** The charter school is approved in its charter contract to provide the educational program described in its initial charter school application or renewal application.

IA	IGA	IGD	IGF
IHA	IHA-R	IHAC	IHACA
IHAE	IHAK	IHAL	IHAL-R
IHAM	IHAMA	IHAMB	IHAMC
IHAM-R /IHAMB-R /IHAMC-R	IIB	IJ	IJ-R
IJ-E-1	IJ-E-2	IJJ	IJK
IJK-R	IJL	IJL-R	IJL-E
IK	IKA	IKAB	IKCA
IKE	IKF	IKFA	IKFB
IL	IMA	IMB	IMB-R
IMBB			

- **Section K: School-Community-Home Relations.** As a charter school, the leaders have their own communication with the community and families.

KB	KEC	KEC-E	KEF
KEF-R	KFA	KHC	KHC-R
KI	KLB	KLG	KLMA



ATTACHMENT 6

Waiver Requests – Mountain View Academy

Starting July 1, 2020

Mountain View Academy will comply with all state and federal laws and policies that are not waived. As we progress through the charter application process, we may identify additional requested district waivers. We request the waivers indicated to allow this Board and National Heritage Academies, MVA's ESP at the time of MVA's approval and founding, to deliver on our shared mission and vision described throughout this application.

Pursuant to the Charter Schools Act, MVA requests waivers of certain Colorado Revised Statutes listed below. We have identified each statute, the reason for each request, and a replacement plan. The waivers will help MVA meet its mission, goals, and objectives and implement its education program. Although a replacement plan is identified with each non- automatic waiver requested, we will identify additional replacement policies and refine the noted plans before the start of school operations.

Requested Waivers of District Policy

Listed below are the waivers requested from the district. In some instances, waivers are requested not because of any substantive disagreement with the scope, intent, or language of a policy, but rather because the subject policy specifies that the district Board of Education, the superintendent, or a school principal bears responsibility for performing a particular action or function; in the MVA model for governance/administration, these functions would be performed by the MVA Board, school administrator, and/or our management partner NHA.

We request waivers from district policies on Foundations and Basic Commitments (Section A), School Board Governance and Operations (Section B), General School Administration (Section C), Fiscal Management (Section D), Support Services (Section E), Facilities Planning and Development (Section F), Personnel (Section G), Instruction (Section I), Students (Section J), and School and Community Relations (Section K).

- *Rationale:* Charter schools have unique status and are expected to be innovative in educational reform. For MVA to be successful and operate in a manner consistent with its mission and vision as outlined in this charter application, it must be able to operate beyond certain policy limits of traditional educational approaches.
- *Replacement Policies:* Replacement policies will be developed to be consistent with the philosophies of the MVA Board and NHA.



- *Duration of MVA Policy Waivers:* All of the following waivers are requested for the duration of the charter.
- *Financial Impact:* MVA anticipates no financial impact of these waivers to either the district or the school.
- *How Impact of Waivers Will be Evaluated:* The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of these waivers, MVA will be able to implement its program in a manner consistent with its educational philosophy and the mission of the school. We would like to negotiate specific district policy waivers through the charter contracting process.

Automatic Waivers of State Rule and Statute

C.R.S. § 22-32-110(1)(i) – Local Board Powers – Reimburse employees for expenses: Authorizes Board of Education to reimburse employees for expenses.

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: Provides grounds and procedures for dismissal of teachers.

C.R.S. § 22-1-112 – School Year: National holidays.

Automatic Waivers of State Rule and Statute (with Additional Detail)

The waivers below are considered “automatically granted” upon completion of a signed charter contract. Additional details are provided below for specific waivers that allow MVA to implement the planned educational program in concert with NHA, with special consideration given to the employment of staff by NHA.

C.R.S. § 22-32-109 (1)(f) Board of Education – Specific Duties: Requires the Board of Education to employ all personnel and fix their compensation.

- *Rationale:* MVA is partnering with an educational management organization, which will be responsible for personnel matters, including employing staff and establishing terms and conditions of employment, policies, rules, and regulations. Therefore, MVA requests that these statutory duties be waived or delegated from the district Board of Education to MVA and its ESP. The success of MVA will depend in large part upon its ability to select and employ its own staff, through its agreement with its



ESP if any, and to train and direct that staff.

- *Replacement Plan:* MVA and its ES, will be responsible for these matters instead of the district.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of the waiver, MVA and its ESP will select, employ, and provide professional development for teachers and staff at MVA, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-109(1)(t) – Local Board Duties Concerns Textbooks and Curriculum: Grants Board of Education authority to determine educational programs to be carried on in schools of the district and to prescribe textbooks.

- *Rationale:* MVA asks the district to grant the MVA Board the authority to determine the educational program and instructional materials to be used in the school. MVA will choose the instructional materials that will be used and the procedure for making them available to its students.
- *Replacement Plan:* The educational program that MVA will implement is college-focused curriculum as described throughout this application.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of this waiver will be measured by the performance criteria and assessments that apply to MVA, as set forth in the application.
- *Expected Outcome:* MVA expects that this waiver will enable it to implement its curriculum and ensure that students meet the proposed standards.



C.R.S. § 22-32-110(1)(h) – Local Board Powers – Terminate Employment of Personnel: Makes Board of Education responsible for terminating personnel.

- *Rationale:* The MVA Board and its ESP will be responsible for personnel matters at the school. The ESP will employ staff and use its established terms and conditions of employment, policies, and rules and regulations. Therefore, MVA asks that these statutory duties be waived or delegated from the district to the MVA Board and its ESP. The success of MVA will depend in large part upon its ability to select, employ, and terminate its own employees under its contract with its ESP.
- *Replacement Plan:* MVA and its ESP will be responsible for these matters rather than the district. MVA will use the dismissal procedures and protocols already established by its ESP.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of the waiver, the ESP, under its contract with the MVA Board, will employ staff in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-110(1)(j) – Local Board Powers – Procure life, health, or accident insurance: Authorizes Board of Education to procure group life, health or accident insurance for employees.

- *Rationale:* Through a contract with MVA, the ESP will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, MVA requests that these statutory duties be waived or delegated from the district to the MVA Board. The success of MVA will depend in large part upon its ability to select, employ, and terminate staff as well as provide for group, life, health, and accident insurance and procedures for reimbursement of employee expenses.
- *Replacement Plan:* MVA will be responsible for these matters rather than the district. Procedures in these areas will be developed by the MVA Board prior to the start of operations.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.



- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver, MVA will employ staff in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-32-110 (1) (k) – School District Boards of Education – Powers & Duties – Board of Education – specific powers – repeal – In-Service Training: Requires School District Board of Education to adopt policies, rules, and regulations regarding in-service training, professional growth, and official conduct.

- *Rationale:* The school must have the authority to determine its own policies, rules, and regulations regarding in-service training, professional growth, safety, official conduct, and welfare of its employees.
- *Replacement Plan:* The MVA Board, principal, and MVA’s ESP will be responsible for these matters. The MVA Board, principal, and MVA’s ESP, prior to initial operations, will promulgate policies and rules and regulations on in-service training.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, MVA’s ESP, through a contract with the MVA Board, will select, employ, and provide professional development for its school administrator, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-32-110(1)(ee) – Local Board Powers – Employ Teachers’ Aides and Other Noncertificated Personnel: Authorizes Board of Education to employ teacher aides and non-certified personnel.

- *Rationale:* Through a contract with MVA, MVA’s ESP or MVA will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, MVA requests that these statutory duties be waived or delegated to the MVA Board. The success of MVA will depend in large part upon its ability to select and employ its own staff and to train and direct that staff under its contract with its ESP.
- *Replacement Plan:* MVA and its ESP will be responsible for these matters rather than the district. The success of MVA will depend in large part upon its ability to select, employ, and terminate its own



employees under its contract with its ESP or otherwise.

- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver MVA and its ESP, if any, will select, employ, and provide professional development for staff, in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-32-126 Principals – Employment and Authority: “(1) The Board of Education may employ, through written contract, public school principals who shall hold supervisory administrative certificates and who shall supervise the operation and management of the school and such property as the Board of Education shall determine necessary. (2) The principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the Board of Education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned. (3) The principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the Board of Education.”

- *Rationale:* Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. MVA must be able to look beyond the traditional supervisory administrative certification in selecting its administrator/principal.
- *Replacement Plan:* MVA or its ESP will employ a school administrator (principal) who will report to the school’s Board. The school administrator does not have to hold a principal’s license to perform the listed duties.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the established performance criteria as set forth in this application.



- *Expected Outcome:* As a result of the waiver MVA or its ESP, will select, employ and provide professional development for its own administrative staff, in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-63-302 – Teacher Employment Act – Procedures for dismissal of teachers: This section describes the procedures for dismissal of a non-probationary teacher including review by a hearing officer and judicial review in the Court of Appeals.

- *Rationale:* The success of MVA in accomplishing its mission is dependent primarily upon the talents, skills, and personal commitment of its teachers. NHA, through a contract with the MVA Board, must be able to terminate employees who cannot deliver its educational program successfully.
- *Replacement Plan:* Continued employment at MVA will be subject to annual performance evaluations. This policy and procedure will be in accordance with NHA’s developed protocols. Teachers who are rated unsuccessful may be terminated by NHA.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* As a result of these waivers, NHA will be able to terminate teachers who are not able to provide instruction in accordance with the philosophy and mission of the school.

C.R.S. § 22-63-401 – Teacher Employment Act – Certificate required to pay teachers: This section requires school districts to adopt a salary schedule, which shall apply to all teachers in the district and sets forth the requirements for modifications to the schedule.

- *Rationale:* The employees t MVA will not be employees of the district. Thus, section 22-63- 401 does not apply and contrasts with the independent fiscal responsibility stated in the Charter Schools Act.
- *Replacement Plan:* MVA will use NHA’s established salary and payment obligations to achieve our mission and educational goals.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.



- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* Because of this waiver, MVA and NHA will be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the school. C.R.S. § 22-63-402 – Teacher Employment Act – Certificate required to pay teachers: This section prohibits the payment of school district funds to any teacher unless that teacher holds a valid teacher’s certificate, letter of authorization, or written authorization from the Department of Education.
- *Rationale:* MVA and NHA will be solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating employees. Selection of personnel is subject to compliance with all federal and state rules and regulations.
- *Replacement Plan:* MVA and NHA may, where possible, hire certified teachers and school administrators. However, it may be beneficial for MVA and NHA to be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. MVA and NHA may require such persons to obtain a certificate within a designated period.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How the Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the evaluation system set forth in this application.
- *Expected Outcome:* Because of these waivers, MVA or its ESP will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. 22-63-402, Services – Disbursements. Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

- **Rationale:** NHA should be granted the authority to hire teachers and principals that will support the schools 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 CEO of MVA. NHA will seek to attract principals 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 ESP, if any, will be employed on an at-will basis.



- **Replacement Plan:** NHA will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous to be able to hire teachers and/or principals without a Colorado certificate and who possess unique background and/or skills or fill the need of the School.
- **Duration of the Waivers:** MVA requests that the waivers be for the duration of its contract with School District D49
- **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 MVA, 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.

C.R.S. § 22-63-403 Teacher Employment Act – Describes Payment of salaries: Governs payment of salaries upon termination of employment of a teacher.

- *Rationale:* MVA and NHA should be granted the authority to develop its own employment

terms and conditions of employment. Given the at-will nature of employees, MVA and NHA should not be required to give non-probationary status and probationary periods to its teachers. MVA will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential.

- *Replacement Plan:* The contract between MVA and the district will have staff to be employed on a year-to-year basis as “at-will” employees. MVA plans to use NHA’s developed teacher contract.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in the application and the contract.
- *Expected Outcome:* MVA expects that because of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of its teachers and students.

Non-Automatic Waivers of State Rule and Law

We are requesting the additional waivers outlined below to allow us to implement the academic program described throughout this application.



C.R.S. § 22-32-109(1)(n)(II)(A) – Determine teacher-pupil contact hours: School Board’s duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.
- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None on the budget of either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* As a result of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-32-110(1)(y) – Gifts: Grants the Board of Education the power to accept gifts, donations, or grants of any kind made to the district and to expend such in accordance with the donor’s conditions, except conditions contrary to the law.

Rationale:

- Replacement Plan:
- Duration of Waiver:
- Financial Impact
- How the Impact of Waiver Will be Evaluated:
- Expected Outcome:

C.R.S. § 22-32-109 (1)(b) - Board of Education – Specific Duties: Grants Board of Education authority to



adopt policies and prescribe rules and regulations for efficient administration of the district .

- **Rationale:** MVA will operate independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules, and regulations, subject to the limitations in the Charter School Act.
- **Replacement Plan:** The MVA Board will adopt policies and the principal will prescribe rules and regulations for operation of the school.
- **Duration of Waiver:** MVA requests that the waiver be for the duration of its charter.
- **Financial Impact:** None to either the district or MVA.
- **How the Impact of Waiver Will be Evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- **Expected Outcome:** MVA expects that these waivers will enable it to carry out its educational program, administer its affairs efficiently, and accomplish its mission as set forth in the application.

C.R.S. § 22-9-106 Local Board of Education – Duties: Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district’s reporting requirements to the state Board of Education, and the minimum information required in the district’s written evaluation system.

- *Rationale:* For the school to function according to its unique needs and design, the school administrator and MVA Board must develop and adopt its own system of evaluation.
- *Replacement Plan:* MVA and NHA will provide a yearly evaluation for all staff. Teachers will be held accountable to the school administrator and NHA. The evaluation system will be further developed and submitted to the district prior to commencing school operations.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* With this waiver, MVA and NHA will be able to implement the program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff



members as well as students and the community.

C.R.S. § 22-2-112(1)(q)(I) – Commissioner – Duties – reporting performance evaluation ratings: Outlines requirements for the Educator Preparation Program Report.

- *Rationale:* For the school to function according to its unique needs and design, the school administrator and MVA Board must develop and adopt its own system of evaluation.
- *Replacement Plan:* MVA will provide a yearly evaluation for all staff. Teachers will be held accountable to the school administrator. The evaluation system will be further developed and submitted to the district prior to commencing school operations.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its Charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* With this waiver, MVA will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. 22-32-109(1)(n)(I) – Local Board Duties Concerning School Calendar: Sets requirements for instructional days and hours.

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.
- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.



- *Expected Outcome:* Because of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. 22-32-109(1)(n)(II)(B) – Adopt district Calendar: Requires adoption of a district calendar applicable to all schools within the district.

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.
- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* Because of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-63-201 – Teacher Employment Act – Compensation & Dismissal Act – Requirement to hold a certificate: Prohibits MVA or NHA from entering into an employment contract with a person who does not hold a teacher’s certificate or letter of authorization.

- *Rationale:* MVA and NHA will be responsible for selecting, supervising, disciplining, determining compensation for and terminating employees at MVA. Selection of personnel is subject to compliance with all federal and state rules and regulations.
- *Replacement Plan:* NHA may, in contract with the MVA Board, where possible, hire certified teachers and school administrators. However, it may be beneficial for NHA to be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. NHA may require such persons to obtain a certificate within a designated period.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.



- *How the Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the evaluation system set forth in this application.
- *Expected Outcome:* Because of these waivers, NHA will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. § 22-63-202 – Teacher Employment Act – Contracts in writing, damage provision: Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

- *Rationale:* NHA, in contract with the MVA Board, will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and termination procedures. Therefore, the school requests that these statutory duties be waived or delegated from the district to MVA. The success of the school will depend in large part upon the ability to select and employ staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the school and/or NHA. All staff at MVA will be employed on an at-will basis.
- *Replacement Plan:* The school and NHA will be responsible for these matters. NHA's existing policies and procedures for termination will be used. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.
- *Duration of Waiver:* MVA requests the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* Because of this waiver, NHA, in contract with the MVA Board, will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the charter school agreement.

C.R.S. § 22-63-203 – Teacher Employment Act – Requirements for probationary teacher, renewal & nonrenewal: This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.

- *Rationale:* NHA, in contract with the MVA Board, will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment,



policies, rules and regulations, and termination procedures. Therefore, the school requests that these statutory duties be waived or delegated from the district to MVA. The success of the school will depend in large part upon its ability to select and employ staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the school. All staff at MVA will be employed on an at-will basis.

- *Replacement Plan:* The school and NHA will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.
- *Duration of Waiver:* MVA requests the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* Because of this waiver, NHA, in contract with the MVA Board, will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the charter school agreement.

C.R.S. § 22-63-206 – Teacher Employment Act – Transfer of teachers: Permits transfer of teachers between schools upon recommendation of the district's chief administrative officer.

- *Rationale:* The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the district to make transfers with/or for MVA.
- *Replacement Plan:* MVA and NHA will make staff assignments based on the school's needs and educational goals. No staff will be assigned to positions for which they are not qualified.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* MVA expects that, because of this waiver, it will be able to manage its own personnel



affairs.

C.R.S. § 22-63-204 – Teacher Employment Act – Receiving moneys from sale of goods: Receiving monies from the sale of goods.

- *Rationale:* Because MVA has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. MVA staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.
- *Replacement Plan:* The MVA Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver, the MVA Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. § 22-32-119 – Kindergarten: Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline, and rules and regulations governing the program.

- *Rationale:* MVA will operate its own kindergarten program in accordance with the application. MVA should be authorized to develop, adopt, and implement training, as well as prescribe courses of study, discipline, and rules and regulations governing its kindergarten program, subject to the limitations in the application and the contract.
- *Replacement Plan:* MVA will provide its own curriculum for kindergarten students.
- *Duration of Waiver:* MVA requests that the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.



- *Expected Outcome:* MVA expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers, and community.

C.R.S. § 22-63-103 (10) – Teacher Employment Substitutes – Teacher Employment, Compensation, and Dismissal – Definitions – Substitute Teacher: This section describes a substitute teacher and the qualifications of such.

- *Rationale:* Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.
- *Replacement Plan:* The school administrator shall have the authority to select part-time and substitute teachers.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, NHA in contract with the MVA Board, will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

C.R.S. § 22-60.5-301 – Colorado Educator Licensing Act -Principals & Administrators – Types of principal licenses issued – term: Describes various types of licenses and standards for issuance for principals.

- *Rationale:* The unique curriculum and methods required to supervise and manage MVA could limit the pool of potential candidates for the school administrator position if potential candidates must also be state licensed and/or certified.
- *Replacement Plan:* The MVA Board will contract with NHA to hire a school administrator who will further the mission, goals and objectives of the school. The school administrator will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The school seeks to attract a school administrator from a wide variety of backgrounds.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.



- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, the school will be able to contract for the employment of professional staff who possess the unique skills and/or background to fill its staff needs in accordance with the terms and conditions set by the charter school agreement. MVA reserves the right to identify, during its implementation period, those Colorado Revised Statutes which are impediments to effective operation and to request waivers of those statutes, as specified in C.R.S. § 22-2-117 and 22-30.5-104 (6) and 22-30.5-105 (3).