

REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

STATUTE DESCRIPTION AND RATIONALE

C.R.S. § 22-9-106

Local Board of Education - Duties

Description: This section requires school districts to have a written system and related procedures to evaluate the performance of school district certified personnel. (Substantive Waivers)

Rationale: DCS Montessori is responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with the Montessori system.

Replacement Plan: The DCS Montessori Appraisal System is outlined in the staff handbook.

Duration of the Waivers: DCS Montessori requests that the waivers be for the duration of its contract with Douglas County School Board. Therefore, the waivers are requested for ten (10) academic operating years, through June 30, 2020.

Financial Impact: DCS Montessori anticipates that the requested waiver will have no financial impact upon the Douglas County School Board or the DCS Montessori budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the school, the impact of this waiver will be measured by the academic achievements and assessments of the students as determined by applicable District and/or State standards.

Expected Outcomes: With this waiver, DCS Montessori will be able to evaluate its staff based on expected academic achievement levels attainable with the Montessori system. This will benefit staff members, students, parents and the community.

C.R.S. § 22-30.5-110(1)

Term-Renewal of Charter

Description: This section states that a charter may be renewed for a period not to exceed five years.

Rationale: DCS Montessori has been a successful charter school for 13 years having been initially chartered by Douglas County School District in 1997. Considering the success of the school and having already gone through two 5-year renewals, DCS Montessori and DCSD have agreed that extending this renewal beyond the expected five year renewal term to a ten-year renewal term made sense.

Replacement Plan: This Renewal Contract will be for ten (10) years and expire on June 30, 2020.

Duration of the Waivers: DCS Montessori requests that this waiver be for the duration of its contract with the Douglas County Board of Education. Therefore, the waiver is requested for ten (10) academic operating years through June 30, 2020.

Financial Impact: DCS Montessori anticipates that the requested waiver will have no financial impact upon the Douglas County Board of Education.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the time and effort saved by both the School District and DCS Montessori to not have to go through this process until 2020.

Expected Outcomes: It is hoped that this will set a standard that proven successful charter schools in Douglas County past their thirteenth year will be granted a ten (10) year renewal period in the future.

C.R.S. § 22-32-109(1) (f) Board of Education – Specific Duties

Description: This section requires the Board of Education employ all personnel and fix their compensation.

C.R.S. § 22-32-110(1) (h) Board of Education – Specific Duties

Description: This section requires the Board of Education to be responsible for terminating personnel.

C.R.S. § 22-32-126 Board of Education – Specific Duties

Description: This section authorizes the Board of Education to employ principals.

Rationale: DCS Montessori will be responsible for its own personnel matters, including employing staff, establishing terms and conditions of employment, policies, and providing its own training. Therefore, DCS Montessori requests that these statutory duties be waived or delegated from the Douglas County Board of Education to DCS Montessori. The success of DCS Montessori will depend in large part upon its ability to select and employ its own staff and direct that staff in accordance with the Montessori educational philosophy and the Agreement.

Replacement Plan: DCS Montessori will be responsible for these matters rather than the District. The Head of School and teachers will have the flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: DCS Montessori requests that the waivers be for the duration of its contract with Douglas County School Board. Therefore, the waivers are requested for ten (10) academic operating years, through June 30, 2020.

Financial Impact: DCS Montessori anticipates that the requested waiver will have no financial impact upon the Douglas County School District. DCS Montessori must operate within its budget

and employing the cost of staff is included in that budget, as well as provisions for professional development and evaluation.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the academic achievements and assessments of the students as determined by applicable District and/or State standards.

Expected Outcomes: With this waiver, DCS Montessori will select, employ, and provide professional development for its own teachers and staff based upon the Montessori method of education.

C.R.S. § 22-32-109(n)(II)(B)

Board of Education – Specific Duties

Description: This section requires school boards to adopt a district calendar, that all district schools will adhere to, with exceptions requiring timely notice or resulting from unforeseeable circumstances (i.e. emergencies). (Delegation Waiver)

Rationale: DCS Montessori will prescribe its own school calendar and hours of teacher pupil contact.

Replacement Plan: DCS Montessori will annually determine its own school calendar, noting that in no case shall the calendar allow for instructional or contact times to fall below the state minimum requirements described in C.R.S. 22-32-109(1)(n)(II)(A) and elsewhere in the Colorado Statutes.

Duration of the Waivers: DCS Montessori requests that the waivers be for the duration of its contract with Douglas County School Board. Therefore, the waivers are requested for ten (10) academic operating years, through June 30, 2020.

Financial Impact: DCS Montessori anticipates that the requested waiver will have no financial impact upon the Douglas County School Board or the DCS Montessori budget.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the academic achievements and assessments of the students as determined by applicable District and/or State standards.

Expected Outcomes: With this waiver, DCS Montessori will be able to develop school calendars that maximize the potential of the Montessori model of education.

C.R.S. § 22-32-109(1) (t)

Board of Education – Specific Duties

Description: This section requires school boards to determine the educational program to be carried on in schools of the district and to prescribe textbooks. (Delegation Waiver)

Rationale: DCS Montessori has been granted the authority to determine the educational program and textbooks to be used in the charter school by the Douglas County School District.

Replacement Plan: DCS Montessori's Montessori curriculum has been approved by the Douglas County School District.

Duration of the Waivers: DCS Montessori requests that the waivers be for the duration of its contract with Douglas County School Board. Therefore, the waivers are requested for ten (10) academic operating years, through June 30, 2020.

Financial Impact: DCS Montessori anticipates that the requested waiver will have no financial impact upon the Douglas County School Board. DCS Montessori is responsible for delivery of its Montessori program within its budget.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the academic achievements and assessments of the students as determined by applicable District and/or State standards.

Expected Outcomes: With this waiver, DCS Montessori will be able to institute the Montessori model of education, following its curriculum, it was intended to.

C.R.S. § 22-63-202 Employment Contracts

Description: This section requires school boards to have a written employment contract with teachers, including a damage provision. Provides for temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203 Probationary Teachers

Description: This section requires school boards to provide for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

C.R.S. § 22-63-206 Transfer-Compensation

Description: This section empowers school boards to transfer teachers and/or staff from one position to another within the district provided the contract with the teacher or staff member follows salary schedule guidelines.

C.R.S. § 22-63-401 Salary Schedule-adoption-changes

Description: This section empowers school boards to provide a salary schedule for contract with teachers and guidelines for both the creation and alteration of the salary schedule.

Payment of Salaries

Description: This section requires school boards to govern payment of salaries upon termination of employment of a teacher.

Rationale: DCS Montessori operates differently from other schools, with a Montessori Curriculum, which requires Montessori trained teachers. Teachers who are successful in a regular public school setting will not be successful in the Montessori environment without appropriate Montessori training and accreditation.

Replacement Plan: DCS Montessori will have authority to develop its own employment contracts, along with terms and conditions of employment. DCS Montessori will not be required to give tenure and probationary periods to teachers.

Duration of the Waivers: DCS Montessori requests that the waivers be for the duration of its contract with Douglas County School Board. Therefore, the waivers are requested for ten (10) academic operating years, through June 30, 2020.

Financial Impact: DCS Montessori anticipates that the requested waiver will have no financial impact upon the Douglas County School Board.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the academic achievements and assessments of the students as determined by applicable District and/or State standards.

Expected Outcomes: With this waiver, DCS Montessori expects that as a result of this waiver it will be able to operate its Montessori educational program in a more efficient and productive manner, and will be accountable for the performance of teachers and students in the charter school.

Grounds for Dismissal

Description: This section provides grounds and procedures for dismissal of teachers.

Procedure for Dismissal

Description: This section provides for Judicial Review.

Rationale: DCS Montessori’s success in accomplishing its mission is dependent primarily upon the Montessori training, talents, skills and personal commitment of its teachers. DCS Montessori must be able to terminate employees who cannot successfully apply its Montessori educational program. The concept of tenure should not apply to the Charter School.

Replacement Plan: Continued employment at DCS Montessori shall be subject an annual performance evaluation by the Head of School. The charter school may terminate teachers who rate unsuccessful.

Duration of the Waivers: DCS Montessori requests that the waivers be for the duration of its contract with Douglas County School Board. Therefore, the waivers are requested for ten (10) academic operating years, through June 30, 2020.

Financial Impact: DCS Montessori anticipates that the requested waiver will have no financial impact upon the Douglas County School Board.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the academic achievements and assessments of the students as determined by applicable District and/or State standards.

Expected Outcomes: With this waiver, DCS Montessori expects that as a result of this waiver it will be able to terminate teachers that are not able to provide instruction in accordance with the philosophy and mission of the Charter School.

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

Description: This section prohibits school boards from entering into employment contract with a person who does not hold a teacher's certification or letter of authorization.

C.R.S. § 22-63-402 Service-Disbursements

Description: This section prohibits school boards from disbursement of district monies to a teacher without a valid teacher's certification, letter of authorization or written authorization.

Rationale: DCS Montessori requires the authority to hire Montessori trained teachers and Head of School that will further the school's Montessori Mission Statement. The Head of School will be a certified Montessori trained educator or administrator and will not function as district principal. The Head of School will be responsible for a wide range of tasks and act as the school's executive office and assure that the school is applying the Montessori curriculum as envisioned by the Mission Statement.

Replacement Plan: DCS Montessori requires that teachers and the Head of School are certified by an accredited Montessori teacher-training program.

Duration of the Waivers: DCS Montessori requests that the waivers be for the duration of its contract with Douglas County School Board. Therefore, the waivers are requested for ten (10) academic operating years, through June 30, 2020.

Financial Impact: DCS Montessori anticipates that the requested waiver will have no financial impact upon the Douglas County School Board.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the academic achievements and assessments of the students as determined by applicable District and/or State standards.

Expected Outcomes: DCS Montessori expects, that as a result of this waiver, it will be able to employ Professional Montessori Educators, and maintain its Mission of providing authentic Montessori education to the students of Douglas County.